

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
THOMAS COOK GROUP UK LIMITED

Company Number: 2319744

Incorporated the 21st day of November 1988

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

THOMAS COOK GROUP UK LIMITED

1. The Company's name is "Thomas Cook Group UK Limited".¹
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:
 - (1)(a)(i) To carry on the business of organising and conducting, by whatever means (including without limitation internet sales, direct sales, telephone sales, digital TV sales, sales by mailshot and teletext sales), tours, holidays and excursions and to carry on business as carriers of passengers, goods and mail by air, sea and land, tour operators, transport brokers, travel agents, tourist agents and contractors, providers of package holidays, accommodation, entertainment, forwarding and general agents, insurance brokers, aircraft and ship, yacht and boat owners, charterers or agents, agents for operators of air, sea, land or inland waterway carriage undertakings, proprietors, managers or operators of motor coaches, charabancs, omnibuses, lorries, motor cars, hotels and boarding houses and any other accommodation, restaurants and cafés, as licensed victuallers, caterers and purveyors, confectioners, tobacconists, writers and distributors of guide books, fruiterers, fancy goods dealers, general storekeepers, depository proprietors, proprietors of garages and service stations, packers and warehousemen, training of staff of the Company or any other undertaking, subcontracting out various parts of the business as deemed appropriate at the time, to provide financial services to act as customs clearing agents and to act as bankers and exchangers of money and to issue travellers' cheques, to carry on the business as operators and managers of ticket agencies and bureaux, to provide facilities for the sale of tickets for theatrical and sporting events, concerts and entertainments of every description, to carry on business as airline brokers and operators, to operate bureaux for reservations, guides, safe deposits, inquiries of any kind, baggage, transport and otherwise and to own, operate or manage bureaux de change and generally to facilitate travelling and to provide for tourists and travellers, or promote the provision of facilities and conveniences of every description by providing tickets, reservations for sleeping cars or berths, reserved places, hotel and other accommodation, and to provide travel services and all travel related commercial activities.

¹ Pursuant to a resolution dated 4 May 1989, the name of the Company was changed from Lopmit Ltd to Ski Canada Ltd on 4th May 1989.

Pursuant to a resolution dated 9th February 1994, the name of the Company was changed from Ski Canada Ltd to Blue Sea Investments Ltd on 9 February 1994.

On 18th June 2008 the name of the Company was changed to Thomas Cook Group UK Ltd.

- (ii) To carry on the business of a holding company in all its branches and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations, to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account and to co-ordinate the policy and administration of any companies of which the Company is a member or which are in any manner controlled by or connected with the Company and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission agents, merchants and traders; and to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company

- (b) To carry on business as a general commercial company

- (c) To carry on or acquire any other trade or business which in the opinion of the directors is capable of being advantageously carried on in connection with or ancillary to the objects specified in clause 3(a) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company or to otherwise advance the interests of the Company and its members.

- (d) To carry on any business or undertaking which any subsidiary or associated company of the Company is authorised to carry on

- (2) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in any lands, buildings, basements, rights, privileges, concessions, patents, patent rights, copyrights, design rights, designs, trade marks, inventions, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's objects.

- (3) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property, rights and/or undertakings of the Company for such consideration (including no consideration) as the Company may think fit

- (4) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any buildings, shops, factories other buildings or structures of any description, aircraft, ships or vehicles or vessels of any description, plant or machinery, railways, tramways, roads, canals, docks, locks, wharves or to join with others in doing any of the things aforesaid.

- (5) To borrow or raise money or secure or discharge any debt or obligation (whether of the Company or of any other person whatsoever) in such manner as the Company thinks fit and in particular (but without prejudice to the generality of the foregoing) by the creation or issue, upon such terms as to priority or otherwise as the Company thinks fit, of securities of any kind or mortgages or charges (fixed or floating) founded or based upon all or any part of the undertaking, property, assets and rights (present and future) of the Company, including its uncalled capital, or without any such

security; and to receive money on deposit and advance payments with or without allowance of interest thereon.

- (6) To guarantee or give indemnities or sureties in respect of or procure the giving of guarantees or indemnities or sureties in respect of or give or procure the giving of bonds or security in respect of whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets of the Company (present and/or future) including, without limitation, the uncalled capital of the Company, or by all or any such methods or in any other manner and whether with or without consideration or advantage, direct or indirect, from giving or procure the giving of any such guarantee, indemnity, surety, bond or security, the performance or discharge of any contracts, obligations, commitments or liabilities and/or the repayment of the capital or principal (together with any premium) and/or dividends or interest on any debenture, stocks, shares or other securities or obligations, commitments or liabilities of, and otherwise to support and assist, any company, firm or person and in particular (but without limiting the generality of the foregoing) any undertaking which is for the time being a parent or subsidiary or associated undertaking of the Company or otherwise associated in business with the Company or a parent or subsidiary or associated undertaking of the Company and this paragraph shall be construed both as a separate and independent object of the Company and as a power ancillary to the other objects of the Company
- (7) To accept, draw, make, accept, endorse, negotiate, execute, discount and endorse bills of exchange, promissory notes, debentures and other negotiable or transferable instruments.
- (8) To receive money on deposit or loan upon such terms as the Company may approve
- (9) To apply for and take out, purchase or otherwise acquire any right or title in any trade marks, designs, patterns, patents, patent rights, inventions, secret processes, know-how or other intellectual property of any description which may be useful for the Company's objects and to grant licences to use the same
- (10) To make, purchase, equip and maintain automobiles and other vehicles, or machines for the transport of goods and passengers by land, water and air, to obtain necessary licences for the businesses and activities listed in clause 3(1) and this clause 3(10) and to carry on all other businesses not listed above in clause 3(1) or this clause 3(10) connected with the transport of passengers, or with the loading, unloading, storing and carriage of goods, by land, water or air.
- (11) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State
- (12) To acquire and/or undertake the whole or any part of the assets and/or liabilities of any person, firm or undertaking carrying on any business of a nature the same or similar to that which this Company is authorised to carry on and to pay cash or to issue any shares, stocks, debentures or debenture stock in the Company in consideration for, or to give any other consideration for, such acquisition.
- (13) To amalgamate with any other undertaking
- (14) To sell or dispose of the whole undertaking and assets of the Company or any part thereof for such consideration (including no consideration) as the Company may think fit, and in particular, but without limitation, for Shares, Debentures or Securities of any other undertaking having objects altogether or in part the same or similar to those of this Company.
- (15) To invest and deal with the moneys of the Company not immediately required in such manner and on such terms as the Directors may from time to time determine.
- (16) To lend and advance money or give credit to any undertaking, firm or person with or without security in such manner and on such terms as the Company may approve.

- (17) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or undertaking carrying on or engaged in, or about to carry on or engage in, or any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money, to guarantee the contracts of, or otherwise assist, any such person or undertaking.
- (18) To take, or otherwise acquire, and hold shares, debentures, debenture stocks or other securities in any other company having objects altogether or in part the same or similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (19) To distribute any of the property of the Company among its members in specie.
- (20) To grant or provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances, bonuses or gratuities (whether by insurance or otherwise to any institution, association, society, club, trust, other establishment or profit-sharing, share incentive, share purchase or employee's share scheme or any other fund or scheme which may in the opinion of the Directors be calculated to advance the interests of the Company or to benefit, any person who is or has at any time been a Director or employee of the Company or any company which is a holding company or a subsidiary undertaking of or allied to or associated with the Company or any such holding company or subsidiary undertaking or any predecessor in business of the Company or of any such holding company or subsidiary undertaking, and for any member of his family (including a spouse or former spouse) and any person who is or was dependent on him. For such purpose the Company may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, so far as the law allows, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with any of the aforesaid matters. The Company may procure any of such matters to be done by the Company either alone or in conjunction with any other person.
- (21) To take out and renew insurance for, or for the benefit of, any people who are or were at any time Directors, officers or employees of.
- (a) the Company, or any body corporate which is or was at any time a holding company of the Company.
 - (b) any body corporate in which the Company, or any body corporate which is or was at any time a holding company of the Company, has any kind of direct or indirect interest;
 - (c) any body corporate in which any of the predecessors of the Company, or of any body corporate which is or was at any time a holding company of the Company, had any kind of direct or indirect interest.
 - (d) any body corporate with which the Company is or was at any time allied or associated; or
 - (e) any body corporate which is or was at any time a subsidiary undertaking of any body corporate referred to in this clause 3(21).

This insurance can include insurance against any cost, charge, loss, damage, expense or liability which any of the people referred to in this clause 3(21) may suffer or incur:

- (a) as a result of anything they do, or do not do, in carrying out or trying to carry out their duties, or using or trying to use their powers in relation to the Company or any of the other bodies corporate which are referred to in this clause 3(21); or

- (b) in any other way in connection with their duties, powers or posts in relation to the Company or any of the other bodies corporate which are referred to in this clause 3(21),

including (without prejudice to the generality of the foregoing) any liability incurred in connection with defending any proceedings (whether civil or criminal) which relate to any of the matters referred to in the immediately preceding sub-paragraphs

- (22) To take out and renew insurance for, or for the benefit of, any trustees of any pension fund which the Company's employees, or employees of any other body corporate referred to in clause 3(21) are interested in. This insurance, without limitation, can include insurance against any cost, charge, loss, damage, expense or liability referred to in clause 3(21) in relation to their duties as trustees of any such pension funds
- (23) To indemnify, or exempt, any of the persons referred to in clauses 3(21) and 3(22) in any other way against, or from, any cost, charge, loss, damage, expense or liability referred to in those clauses, so far as the law allows
- (24) To subscribe or guarantee money for any of the following:
 - (a) any charitable, benevolent, educational or social object;
 - (b) any exhibition,
 - (c) any public, political, general or useful object;in any such case which the Directors may think desirable or advantageous to the Company
- (25) To pay for any property or rights acquired by the Company, or for any services rendered to the Company or for any obligation or liability undertaken or agreed to be undertaken by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (26) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired
- (27) To enter into any partnership, syndicate, joint-venture or joint-purse arrangement or arrangement for sharing profits, union of interests or co operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee with or without security the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (28) To do all such things as may be considered by the Directors to be incidental or conducive to the attainment of the above objects or any of them.

And so that

- (A) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
 - (E) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub clause contained the objects of a separate company.
 - (F) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - (G) In this clause the expression the "Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
 - (H) In this clause, the expressions "holding company", "subsidiary" and "subsidiary undertaking" shall have the same meanings as given to those terms in the Act.
- 4 The liability of the members is limited.
- 5 The Company's share capital is £1 000 divided into 1,000 ordinary shares of £1 each.

sup. (1) in a resolution dated 31 March 1995 the share capital was increased from £1 000 to £2,000,000 by the creation of 2,000,000 ordinary shares of £1 each.

Para. (1) in a resolution dated 14 November 1995, the share capital was increased from £3,000,000 to £100,000,000 by the creation of 97,000,000 ordinary shares of £1 each.

Para. (1) in a resolution dated 13 September 2002, the share capital was increased from £100,000,000 to £200,000,000 by the creation of 100,000,000 ordinary shares of £1 each.

Para. (1) in a resolution dated 30 October 2006 the share capital was increased from £200,000,000 to £300,000,000 by the creation of 100,000,000 ordinary shares of £1 each.

Company No. 2319744

THE COMPANIES ACTS 1985 to 1989

PRIVATE
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
BLUE SEA INVESTMENTS LIMITED

47A

(Adopted by Special Resolution passed on 10 June 2002)

1. The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter called "**Table A**") shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with these Articles. References herein to Regulations are to regulations in Table A unless otherwise stated.
2.
 - (1) Unless the Authority hereby given is previously revoked or varied by the Company in general meeting, the directors may at any time and from time to time within five years of the date of adoption of these Articles of Association by the Company, in accordance with Section 80 of the Act exercise generally and unconditionally the power of the Company to allot relevant securities (as defined in the said Section) and to offer or agree to allot such securities (notwithstanding that such offer or agreement would or might require such securities to be allotted by the Company after the said date) provided that the aggregate nominal value of the securities so allotted or offered or agreed to be allotted shall not exceed the authorised share capital of the Company at the date of adoption of these Articles.
 - (2) Save as provided by sub-clause (1) of this Article or as permitted by Section 80 of the Act, no relevant securities shall be allotted or offered or agreed to be allotted except by authority of the Company in general meeting in accordance with the said Section 80.
 - (3) By virtue of Section 91 of the Act the provisions of sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90 of the Act shall not apply to the Company.

3. The lien conferred by Regulation 8 shall also attach to fully paid shares and the Company shall have a first and paramount lien on every share (whether or not fully paid) registered in the name of any person, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company; and Regulation 8 shall be modified accordingly.
4. The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 shall not apply to the Company.
5. The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is no complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice shall have been complied with. Regulation 31 shall be modified accordingly.
6. If within fifteen minutes from the time appointed for a general meeting, a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved. Regulations 40 and 41 shall not apply to the Company.
7. A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.
8. The directors shall not be subject to retirement by rotation and accordingly:
 - (1) Regulation 73 to 77 inclusive, the last two sentences of Regulation 79, Regulation 80 and the last sentence of Regulations 84 shall not apply to the Company; and
 - (2) Regulation 78 shall apply but with the deletion of the words "subject as aforesaid" and of the words " and may also determine the rotation in which any additional directors are to retire".
9. An alternate director who is himself a director and/or who acts as an alternate director for more than one director shall be entitled, in the absence of his appointor(s), to a separate vote or votes on behalf of his appointor(s) in addition (if he is himself a director) to his own vote. Regulation 88 shall be modified accordingly.
10. A director who declares his interest therein in manner provided by the Act and these Articles may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote

his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration. Regulations 94 to 96 inclusive shall not apply to the Company.

11. The number of directors shall not be less than two nor more than nine. No person shall be incapable of being appointed or re-appointed a director of the Company by reason of the fact that at the time of his appointment or re-appointment he had attained the age of 70 years and no director of the Company shall be required to vacate office by reason only of his having attained that age.
12.
 - (1) A director shall not require a shareholding qualification but nevertheless shall be entitled to attend and speak at any general meetings of or at any separate meeting of the holders of any class of shares in the Company.
 - (2) The directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of the business of the directors at a meeting of directors or of a meeting of a committee of directors shall be two directors of whom one shall be an authorised representative of Parkway Management Services Limited for so long as that company is a director of the Company.
 - (3) It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from the United Kingdom.
 - (4) The board of directors may provide for the management of the affairs of the Company in any manner they think fit, and in particular they may from time to time appoint any members or member of their own body, or any other persons or person to act as a management committee, or as advisers or an adviser, or in any other capacity, for such period and on such terms as to remuneration and otherwise as they may think fit, and may confer upon any persons or person so appointed all or any of the powers vested (whether expressly or in general terms) in the board.
 - (5) The board of directors may exercise all the powers of the Company contained in clause 3 of its Memorandum of Association.
13. A member or members holding a majority in nominal value of the issued ordinary share capital for the time being in the Company shall have power from time to time and at any time to appoint any person as a director or directors either as an additional director or to fill any vacancy, and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed by one of its directors on its behalf, and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument.
14.
 - (1) Any director or his alternate may validly participate in a meeting of the board or a committee of the board through the medium of conference telephone or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each