



Registration of a Charge

Company name: **JET2.COM LIMITED**

Company number: **02739537**



X58BG66R

Received for Electronic Filing: **02/06/2016**

Details of Charge

Date of creation: **31/05/2016**

Charge code: **0273 9537 0047**

Persons entitled: **DVB BANK SE, LONDON BRANCH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STEPHENSON HARWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2739537

Charge code: 0273 9537 0047

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2016 and created by JET2.COM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2016 .

Given at Companies House, Cardiff on 3rd June 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**Assignment of Insurances relating to one Boeing 737 - 800 Aircraft
Manufacturer's Serial Number 28536**

Dated 31 May 2016

- (1) Jet2.com Limited
(as Lessee)**
- (2) DVB Bank SE London Branch
(as Lender)**

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This Assignment of Insurances is made by way of Deed

Dated: 31 May 2016

Between:

- (1) **Jet2.com Limited**, a company incorporated under the laws of England, whose registered office is at Low Fare Finder House, Leeds Bradford International Airport, Leeds, West Yorkshire LS19 7TU (the "**Lessee**"); and
- (2) **DVB Bank SE, London Branch**, a societas europaea incorporated in the Federal Republic of Germany, acting through its principal place of business in the UK at 6th Floor, Park House, 16-18 Finsbury Circus, London EC2M 7EB (the "**Lender**").

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement shall, unless the context otherwise requires, have the same meanings where used in this Assignment, and the following words and expressions shall have the following meanings:

"Aircraft" means one Boeing 737-800 aircraft manufacturer's serial number 28536;

"Assigned Property" means, collectively, all the right, title and interest, present and future, of the Lessee to and in respect of:

- (a) the Insurances (including, without limitation, the right to compel performance by the insurers of their obligations in respect of such Insurances); and
- (b) the Requisition Compensation;

"Borrower" means Dart Group PLC;

"Enforcement Event" means the occurrence of an Event of Default which is continuing;

"Facility Agreement" means the \$23,000,000 letter of credit facility agreement dated on or about the date hereof between the Borrower and the Lender;

"Insurance Broker" means JLT Specialty Limited (company number 1536540);

"Insurances" means (i) all policies and contracts of insurance or reinsurance (other than third party liability insurances and reinsurances) effected from time to time in respect of, or relating to, the Aircraft or any part thereof and (ii) all the benefits of, and all claims under, all such policies and contracts of insurance and/or reinsurance, and all proceeds thereof;

"Lease" means, insofar as it relates to the Aircraft, the aircraft package master lease agreement in respect of Boeing 737-800 fleet entered into between the Borrower and the Lessee on 7 March 2013;

"Loss" means any loss, liability, action, claim, proceeding, judgment, penalty, fine, damages, Taxes, fee, cost or expense;

"Receiver" means any receiver or receiver and manager appointed by the Lender hereunder or under any statutory power;

"Requisition Compensation" means all monies or other compensation or proceeds relating to the Aircraft or any part thereof in the event of its compulsory acquisition, requisition for title or for use or hire, confiscation, restraint, detention, forfeiture or seizure;

"Secured Obligations" means all moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Borrower to the Lender in any currency, actually or contingently, as principal or surety, on any account whatsoever pursuant to the Facility Agreement, this Assignment or any other Transaction Document, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Borrower (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Borrower) of any of its obligations under the Facility Agreement, this Assignment or any other Transaction Document, and:

- (a) (except as expressly otherwise provided) references to the Secured Obligations include references to any of them; and
- (b) references to the Secured Obligations shall include any costs and expenses together with interest thereon distributable to the Lender pursuant to the terms of this Assignment or any other Transaction Document.

1.2 Interpretation

1.2.1 Clause headings in this Assignment shall not affect its interpretation.

1.2.2 References in this Assignment to:

- (a) Clauses and Schedules are to clauses of, and schedules to, this Assignment;
- (b) the Borrower and the Lender include references to the persons deriving title under or through them respectively;
- (c) words importing the singular number only shall include the plural and vice versa;
- (d) any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment;
- (e) any agreement or document, including the Facility Agreement, the Lease and this Assignment, shall be deemed also to refer to such agreement or document as from time to time amended, varied, supplemented, novated or replaced (in accordance with the Facility

Agreement, the Lease, this Assignment or such other agreement or document);

- (f) any action, remedy or method of judicial proceeding for the enforcement of the rights of creditors or of security shall be deemed to include, in respect of any jurisdiction other than England, references to such action, remedy or method of judicial proceeding for the enforcement of the rights of creditors or of security available or appropriate in such jurisdiction as shall most nearly approximate to such action, remedy or method of judicial proceeding described or referred to in this Assignment;
- (g) a **person** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having a separate legal personality) of two or more of the foregoing; and
- (h) **law** and **relevant law** shall include references to any provision of the laws of any jurisdiction which may from time to time be applicable.

1.2.3 This Assignment is a Security Document for the purposes of the Facility Agreement.

1.3 Third Party Rights

1.3.1 A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce any term of this Assignment (but this does not affect any right or remedy of a third party which exists, or is available, apart from the Third Parties Act).

1.3.2 Notwithstanding any term of any Transaction Document, the consent of any third party is not required to rescind, vary, amend or terminate this Assignment at any time.

2 Covenant to Pay

The Lessee hereby covenants to procure the payment and discharge of all the Secured Obligations promptly when due in accordance with the terms of the Transaction Documents and acknowledges to the Lender that the amount secured by this Assignment and in respect of which this Assignment and the security hereby created is enforceable is the full amount of the Secured Obligations for the time being and from time to time outstanding.

3 Assignment

3.1 Assignment

As a continuing security for the payment and discharge of the Secured Obligations, the Lessee with full title guarantee hereby assigns and agrees to assign absolutely to and in favour of the Lender by way of security all its right, title, benefit and interest in, to and under the Assigned Property.

3.2 Re-Assignment

In accordance with, and in the circumstances contemplated by, Clause 20 of the Facility Agreement, and provided that no Enforcement Event has occurred and is then continuing the Lender shall, at the request and cost of the Lessee:

- 3.2.1 release this Assignment from the security constituted by the Borrower Security Assignment;
- 3.2.2 re-assign to the Lessee (subject to Clause 5.5) the rights, title, benefit and interest in and to the Assigned Property hereby assigned; and
- 3.2.3 execute such notices and directions to the Insurance Broker and other persons as the Lessee may reasonably require in order to give effect to such re-assignment.

3.3 Nature of Security

The Lender and the Lessee each intends that this Assignment shall create and constitute an effective first-ranking Security Interest over all the Assigned Property wheresoever the same may be situate, and under and so far as effective under all applicable laws.

3.4 Nature of Rights

The Lender shall be entitled and authorised to exercise all such rights, powers, authorities and discretions in relation to the Assigned Property as if the Lender were solely beneficially entitled thereto (including, without limitation, the grant of an indemnity to any person or persons appointed as a Receiver).

3.5 Perpetuity Period

The perpetuity period under the rule against perpetuities (if applicable to this Assignment) shall be the period of 125 years from the date hereof.

4 Perfection of Security and Further Assurances

4.1 Notice and Acknowledgement

On the date of this Assignment, the Lender and the Lessee shall each execute a notice of assignment (or a counterpart thereof) in the form set out in Schedule 2 to the Borrower Security Assignment and the Lessee shall provide evidence satisfactory to the Lender that the Insurance Broker has received such notice.

4.2 Requisition

If the Aircraft is requisitioned at any time during the Security Period, the Lessee shall:

- 4.2.1 promptly execute and deliver to the relevant Government Entity a notice of assignment in the form set out in Part 1 of Schedule 3 to the Borrower Security Assignment; and

- 4.2.2 use reasonable efforts to procure that the relevant Government Entity acknowledges receipt of such notice in the form set out in Part 2 of Schedule 3 to the Borrower Security Assignment.

4.3 Filings

The Lessee shall at its own expense (i) make any registrations, filings or submissions with respect to this Assignment which the Lender may request (acting reasonably) and (ii) coordinate and co-operate with the Lender in providing all such information and assistance to the Lender as it may reasonably request in connection with any registrations, filings or submissions by the Lender.

4.4 Further Assurances

- 4.5 The Lessee shall, at its own cost and expense and at the request of the Lender, promptly sign, seal, execute, deliver, acknowledge, file, register and perfect all such assurances, documents, instruments, agreements, certificates and consents and do any and all such acts and things as may be reasonably necessary or desirable or as the Lender may reasonably request from time to time in order to perfect the security interest intended to be created by this Assignment or to establish, maintain, protect or preserve such security interest or the rights of the Lender under this Assignment or to enable the Lender to obtain the full benefits of such security interest and this Assignment and to exercise and enforce its rights and remedies under this Assignment in respect of the Assigned Property.

4.6 Change of State of Registration

Without prejudice to the generality of Clause 4.4, the Lessee shall, upon the request of the Lender upon a change of the State of Registration, execute in favour of the Lender an assignment and/or a power of attorney and/or any other security document (each in such form as the Lender may reasonably request) in relation to the Assigned Property for the purpose of preserving and perfecting the security intended to be created hereby.

5 Continuing Security

5.1 Continuing Security

This Assignment and the security hereby created shall be a continuing security and, in particular (but without limitation), shall not be, nor be considered as, satisfied by any intermediate discharge or payment on account of any liabilities or any settlement of accounts between the Lessee (or any other person) and the Lender or any other act, event or matter whatsoever, except only the execution by the Lender of an absolute and unconditional release of the security created by this Assignment to the Lessee, and this Assignment shall extend to cover any sum or sums of money or other liability and obligations which shall for the time being constitute the balance of the Secured Obligations until all the Secured Obligations have been paid and discharged in full and this Assignment has been released in accordance with Clause 3.2.

5.2 Additional Security

This Assignment and the security hereby created shall be in addition to, and not in substitution for or derogation of, any other security (whether given by the Lessee or otherwise) now or from time to time hereafter held by the Lender, or in connection with, any or all of the Secured Obligations.

5.3 Exercise of Other Remedies

The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by this Assignment or by law, to:

- 5.3.1 issue or initiate any proceedings or take action or obtain judgment against the Lessee or any other person in any court or tribunal;
- 5.3.2 make or file any claim or proof in a winding-up, liquidation, bankruptcy, insolvency, dissolution, reorganisation or amalgamation of, or other analogous event of or with respect to, the Lessee or of any other person; or
- 5.3.3 enforce or seek to enforce the payment or performance of, or the recovery of, any of the moneys, obligations and liabilities hereby secured or any other security, guarantee or other assurance for all or any of the Secured Obligations.

5.4 No Impairment

The security created by this Assignment shall continue in full force and effect and shall not be discharged, impaired or otherwise affected by:

- 5.4.1 any failure by the Lender to take or enforce any other security or guarantee taken or agreed to be taken for all or any of the Secured Obligations or under or pursuant to any Transaction Document or otherwise;
- 5.4.2 any time or indulgence granted by the Lender or any failure or delay by the Lender in exercising any right, remedy, power or privilege hereunder or under any Transaction Document or any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder;
- 5.4.3 any amendment, modification, variation, or supplement of all or any part of the Secured Obligations or any Transaction Document;
- 5.4.4 any release or exchange of any security or guarantee now or hereafter held by the Lender for all or any part of the Secured Obligations; or
- 5.4.5 any other act, omission, fact, matter, circumstance, event or thing (including, without limitation, the invalidity, unenforceability or illegality of any of the obligations of the Lessee or any Transaction Document, or the bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganisation or amalgamation of, or other analogous event of or with respect to, the Lessee or any other person) which, but for this provision, might operate to impair, discharge or adversely affect the rights of the Lender hereunder or to impair, discharge or adversely affect the security hereby created.

5.5 Conditional Discharge

Any settlement or discharge between the Lender and the Lessee and/or any other person shall be conditional upon, immediately prior to the release, the Security Trustee being satisfied that no security or payment previously made to the Lender by the Lessee or any other person pursuant to the Transaction Documents is likely to be avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, reorganisation, administration, amalgamation or other analogous event or proceedings for the time being in force.

6 Representations and Warranties

6.1 The Lessee warrants and represents to the Lender that:

- 6.1.1 it is the sole legal and beneficial owner of, and is absolutely entitled to, all the Assigned Property at the date of this Assignment;
- 6.1.2 it has not assigned, charged, pledged or otherwise encumbered or disposed of any of the Assigned Property, and the Assigned Property is free from all Security Interests other than this Assignment and Permitted Liens.

7 Covenants by Lessee

7.1 Continuing Covenants

The Lessee hereby covenants and undertakes throughout the Security Period (subject to and without prejudice to the provisions of the Facility Agreement and the other Transaction Documents):

- 7.1.1 to take all steps reasonably required by the Lender to preserve or protect the Lessee's interest and the interest of the Lender in the Assigned Property;
- 7.1.2 following the occurrence of an Enforcement Event, to do or permit to be done each and every act or thing which the Lender may from time to time require to be done for the purpose of enforcing the Lender's rights granted pursuant to this Assignment under any of the Assigned Property and this Assignment, and to allow its name to be used as and when reasonably required by the Lender for that purpose; and
- 7.1.3 promptly to deliver to the Lender a copy of any material notice issued or received by the Lessee pursuant to or in connection with the Insurances.

7.2 No Assumption of Lessee's Obligations

The Lessee agrees with the Lender that:

- 7.2.1 the Lessee shall at all times remain liable to perform all the duties and obligations expressed to be assumed by it in relation to the Assigned Property to the same extent as if this Assignment had not been executed;
- 7.2.2 the Lender shall not be obliged to perform any of such duties or obligations of the Lessee;

- 7.2.3 the exercise by the Lender of any of the rights assigned hereunder shall not release the Lessee from any of its duties or obligations in relation to the Assigned Property;
- 7.2.4 the Lender shall not have any obligation or liability in relation to the Assigned Property by reason of, or arising out of, this Assignment; and
- 7.2.5 the Lender shall not be required to make any payment or to make any inquiry as to the sufficiency of any payment received by the Lender or the Lessee, or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

8 Enforcement of Security

8.1 Time of Enforcement

The Secured Obligations shall become due for the purpose of this Assignment upon the occurrence of an Enforcement Event.

8.2 Powers of Lender

Without prejudice to any of its other rights whether conferred under any of the Transaction Documents or by law generally, at any time upon or following an Enforcement Event, the Lender shall be entitled to:

- 8.2.1 apply to any court of competent authority for any order enforcing this Assignment or vesting the Lessee's rights, title and interest in all or any of the Assigned Property in the Lender;
- 8.2.2 sell, call in, collect and convert into money all or any of the Assigned Property by public or private contract at any place in the world, with or without advertisement or notice to the Lessee or any other person in relation to any private contract, with all such powers in that respect as are conferred by law; and
 - (a) by way of extension thereof such sale, calling in, collection and conversion may be made for such consideration as the Lender in its sole and absolute discretion shall deem reasonable (whether the same shall consist of cash or shares or debentures in some other company or companies or other property of whatsoever nature or partly of one and partly of some other species of consideration, and whether such consideration shall be presently payable or by instalments or at some future date, and whether such deferred or further payments shall be secured or not) and in all other respects in such manner as the Lender shall in its sole and absolute discretion think fit, and without being liable to account for any loss of or deficiency in such consideration; and
 - (b) for purposes of this Clause 8.2, the Lender may (in its sole and absolute discretion) by notice appoint the Lessee or any other person its non-exclusive agent to sell all or any of the Assigned Property on terms satisfactory to the Lender;

- 8.2.3 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the Assigned Property;
- 8.2.4 settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Assigned Property or in any way relating to this Assignment and execute releases or other discharges in relation thereto;
- 8.2.5 execute and do all such acts, deeds and things as the Lender may in its absolute discretion consider necessary or proper for or in relation to any of the purposes aforesaid; and
- 8.2.6 appoint a Receiver of all or any part of the Assigned Property upon such terms as to remuneration and otherwise as the Lender shall deem fit; and the Lender may from time to time remove any Receiver so appointed and appoint another in his place; and to fix (at or after the time of his appointment) the remuneration of any such Receiver. A Receiver so appointed shall be the agent of the Lessee (in respect of the Assigned Property but not otherwise) and the Lessee shall be liable for such Receiver's actions and defaults to the exclusion of liability on the part of the Lender. Nothing herein contained shall render the Lender liable to any such Receiver for his remuneration, costs, charges or expenses or otherwise.

8.3 Other Powers

Notwithstanding any other provision of this Assignment, and without limiting, and as an addition to, the powers conferred upon the Lender (and any Receiver appointed pursuant to Clause 8.2) by the laws of England or of any other jurisdiction, the Lender or the Receiver (as the case may be) may, at any time after the occurrence of an Enforcement Event, exercise against, or in respect of, the Lessee and/or the Assigned Property any of the rights, powers, privileges or discretions conferred from time to time by any applicable law, domestic or foreign.

8.4 Delegation by Lender

The Lender shall be entitled at any time and as often as it may deem expedient to delegate all or any of the powers, rights, remedies and discretions vested in it by or in connection with this Assignment in such manner, upon such terms and to such persons as the Lender in its absolute discretion may think fit.

9 Powers of Receiver

9.1 Powers of Receiver

Any Receiver appointed under Clause 8.2 shall have all the powers conferred on a receiver by law, and by way of addition to, but without limiting, those powers:

- 9.1.1 the Receiver shall have all the powers given to the Lender hereunder of taking possession of, calling in, collecting, converting into money and selling and dealing with the Assigned Property or any part thereof and generally shall be entitled to the same protection and to exercise the same powers and discretions as are given to the Lender hereunder and shall also have

such other of the powers and discretions given to the Lender hereunder as the Lender may from time to time confer on him;

- 9.1.2 the remuneration of the Receiver may be fixed by the Lender and shall be appropriate to the work and responsibilities involved and upon the basis of charging from time to time adopted by the Receiver in accordance with the then applicable practice of the Receiver's firm (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise), but shall be payable by the Lessee, and the amount of such remuneration may be debited by the Lender from any account of the Lessee but shall, in any event, be secured on the Assigned Property under this Assignment;
- 9.1.3 the Receiver shall have power to make any payment and incur any expenditure which the Lender is by this Assignment expressly or impliedly authorised to make or incur. Any expenses incurred by the Receiver in the exercise of any of his powers hereunder may be paid or retained by him out of any moneys coming into his hands as receiver or may be paid by the Lender, in which case they shall be treated as expenses properly incurred by the Lender;
- 9.1.4 the Receiver shall in the exercise of his powers, authorities and discretions conform with the reasonable directions from time to time made and given by the Lender;
- 9.1.5 the Lender may at any time require security to be given for the due performance of the Receiver's duties as receiver, at the cost of the Lessee; and
- 9.1.6 the Lender may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as receiver.

9.2 No Liability for Realisation Losses

Neither the Lender nor any Receiver shall be liable for any loss arising from or in connection with the realisation of the Assigned Property.

9.3 Other Powers of Receiver

The foregoing powers of a Receiver shall be in addition to any statutory or other powers of the Lender under the Law of Property Act 1925 and of a receiver under the Insolvency Act 1986, and the Receiver shall in any event have and be entitled to exercise all the rights, powers and remedies conferred upon the Lender by this Assignment and by law with respect to the Assigned Property.

10 Protection of Third Parties

10.1 Protection of Third Parties

No person dealing with the Lender or any Receiver appointed by the Lender hereunder shall be concerned to enquire whether an Enforcement Event has occurred or whether the power which the Lender or such Receiver is purporting to exercise has

become exercisable or whether any money remains due on the security of this Assignment or otherwise as to the propriety or regularity of any sale or other dealing by the Lender or such Receiver with the Assigned Property, and all the protections to purchasers conferred by law shall apply to such persons dealing with the Lender or such Receiver.

10.2 Receipts

The receipt of the Lender or such Receiver for the purchase moneys shall absolutely and conclusively discharge the purchaser, who shall not be concerned with the manner of application of the same or be in any way answerable therefor.

10.3 Meaning of "Purchaser"

In Clauses 10.1 and 10.2, "purchaser" includes any person acquiring for money or money's worth, any lease of, or Security Interest over, or any other interest or right whatsoever in relation to the Assigned Property.

11 Power of Attorney

11.1 Power of Attorney

The Lessee hereby irrevocably (for value and by way of security for the Secured Obligations) appoints the Lender and every Receiver appointed hereunder, and any person nominated for such purpose by the Lender in writing under hand by an officer of the Lender, severally as attorney and agent of the Lessee for the Lessee and in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal of the Lessee where appropriate) and otherwise perfect and do any charge, mortgage, assignment, deed, assurance, agreement, conveyance, instrument, act or thing which the Lessee has failed to execute and do under the covenants, undertakings and provisions contained herein or in any Transaction Document or which may be required or deemed proper in the exercise of any rights or powers hereunder or otherwise for any of the purposes of the security created hereby, and the Lessee hereby covenants with the Lender to ratify and confirm all acts or things made done or executed or purportedly made done or executed by such attorney and agent as aforesaid.

11.2 Limitation of Usage of Power Attorney

Without prejudice to the validity of the power of attorney granted pursuant to Clause 11.1, the Lender shall not be entitled to exercise its rights under such power of attorney unless an Enforcement Event has occurred.

12 Application of Proceeds

All proceeds of any enforcement of this Assignment shall be applied by the Lender in accordance with the terms of the Facility Agreement.

13 Expenses and Indemnities

13.1 Indemnity

The Lessee hereby agrees to indemnify on demand the Lender, the Receiver and every attorney, manager, agent or other person appointed by the Lender or the

Receiver, in respect of any Losses from time to time suffered or incurred by any of them in the exercise or purported exercise of any rights, powers, remedies, authorities or discretions vested in any of them by or pursuant to this Assignment or in enforcing or endeavouring to enforce any provisions of this Assignment or the security constituted hereby.

13.2 Lender's Right to Remedy

If, at any time, the Lessee fails to do any act which it is obliged to do hereunder or to make any payment which it is obliged to make hereunder (other than a payment to the Lender), the Lender may (but shall not be bound to) do such act or procure its doing or make such payment itself. The Lessee shall pay to the Lender on demand the amount of payment made or any Losses incurred by the Lender in doing any act pursuant to this Clause 13.2, together with interest thereon, at the rate applicable to overdue amounts pursuant to Clause 8.3 of the Facility Agreement, from the date of payment by the Lender until the date of payment in full by the Lessee.

14 Successors in Title

14.1 This Assignment shall be binding upon, and inure to the benefit of, each of the parties hereto and their successors and assigns.

14.2 The Lessee shall not be entitled to assign or transfer any of its rights, benefits or obligations hereunder without the prior written consent of the Lender.

15 Contractual Recognition of Bail-In

15.1 The Lessee agrees to be bound by clause 32 of the Facility Agreement (Contractual Recognition of Bail-In) as if it is a party to the Facility Agreement.

16 Notices

16.1 Communications in writing

16.1.1 Subject to Clause 16.1.2, any communication to be made under or in connection with this Assignment shall be made in writing and, unless otherwise stated, may be made by electronic mail or letter in English.

16.1.2 In order to be effective, any notice appointing the Borrower as the Lender's agent to sell the Assigned Property delivered pursuant to Clause 8.2.2 must be provided by hard-copy letter, delivered by hand, by registered mail or by courier, to the relevant postal address and received by the relevant addressee provided in Clause 16.2 below.

16.2 Addresses

The address and e-mail address (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Assignment is:

16.2.1 in the case of the Lessee:

Address: c/o Dart Group PLC
Low Fare Finder House

Leeds Bradford International Airport
Leeds
LS19 7TU

Attention: Mr Philip Meeson, Group Chairman and Chief Executive, with a copy
for the attention of the Company Secretary

Email: notices@dartgroup.co.uk

16.2.2 in the case of the Lender:

Address: DVB Bank SE, London Branch
6th Floor
Park House
16-18 Finsbury Circus
London
EC2M 7EB

Attention: Transaction and Loan Services

E-mail: TM.london@dvbbank.com

or any substitute address or e-mail address or department or officer as a party may
notify to the other party to this Assignment by not less than five Business Days'
notice.

16.3 Delivery

Any communication or document made or delivered by one person to another under
or in connection with this Assignment will only be effective:

16.3.1 if by way of letter, when it has been left at the relevant address or five
Business Days after being deposited in the post postage prepaid in an
envelope addressed to it at that address; or

16.3.2 if by way of electronic mail, when sent provided that the message is in
legible form and no message is received by the sender indicating that such
message has not been received by or delivered to the intended recipient,

and, if a particular department or officer is specified as part of its address details
provided under Clause 16.2, if addressed to that department or officer.

17 Partial invalidity

If, at any time, any provision of this Assignment is or becomes illegal, invalid or
unenforceable in any respect under any law of any jurisdiction, neither the legality,
validity or enforceability of the remaining provisions nor the legality, validity or
enforceability of such provision under the law of any other jurisdiction will in any way
be affected or impaired.

18 Remedies and Waivers

18.1 Rights Cumulative

The rights of the Lender under this Assignment are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under general law.

18.2 Waivers

The rights of the Lender (whether arising under this Assignment or the general law) shall not be capable of being waived otherwise than by an express waiver in writing, and in particular:

- 18.2.1 any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right;
- 18.2.2 any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right;
- 18.2.3 no failure on the part of the Lender to exercise, and no delay on its part in exercising, any right or remedy hereunder shall operate as a waiver;
- 18.2.4 no act or course of conduct or negotiation on the part of the Lender or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right; and
- 18.2.5 any waiver or consent by the Lender may be given subject to any conditions which the Lender considers appropriate, and shall be effective only in the instance and for the purposes for which it is given.

19 Amendments

No amendment to this Assignment shall be valid unless it is in writing and signed by or on behalf of the parties to this Assignment.

20 Counterparts

This Assignment may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

21 Governing law and Jurisdiction

21.1 Governing Law

This Assignment, and any non-contractual obligations arising out of, or in connection with, this Assignment, shall be governed by English law.

21.2 Jurisdiction

- 21.2.1 For the benefit of the Lender, the Lessee agrees that the courts of England are (subject to Clause 21.2.3) to have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Assignment (including claims for set-off and counterclaims), including, without limitation, disputes arising out of or in connection with (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Assignment and (ii) any non contractual obligations arising out of or in connection with this Assignment (each a

"Dispute"). For such purposes, each of the Lessee and the Lender irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

21.2.2 The Lessee agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly will not argue to the contrary.

21.2.3 This Clause 21.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction, and the Lessee irrevocably submits to the jurisdiction of any such court. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

21.2.4 A judgment or order in connection with this Assignment of any court referred to in this Clause 21.2 is conclusive and binding on the Lessee and may be enforced against it in the courts of any other jurisdiction.

21.3 Consent to Relief

The Lessee hereby consents generally in respect of any legal action or proceeding arising out of or in connection with this Assignment to the giving of any relief or the issue of any process in connection with such action or proceeding including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in such action or proceeding.

21.4 Waiver of Immunity

To the extent that the Lessee may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process and, to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Lessee hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

Duly Delivered as a Deed on the date inserted on page 1.

Execution Page - Assignment of Insurances

Lessee

Signed as a Deed on behalf of
Jet2.com Limited, a company
organised under the laws of England, by
being a person who, in accordance with
the laws thereof, is acting under the
authority of the company in the
presence of:

signature

print name

signature

of witness _____

name

print name of witness

address

Lender

EXECUTED as a DEED)
for and on behalf of)
DVB BANK SE, LONDON BRANCH)
a company constituted in)
the Federal Republic of Germany,)
by _____)
and _____)
being persons who, in)
accordance with the laws of that territory,)
are duly authorised to act on behalf of)
the company)

EXECUTION VERSION

Execution Page - Assignment of Insurances

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Signed as a Deed on behalf of
Jet2.com Limited, a company
organised under the laws of England, by
being a person who, in accordance with
the laws thereof, is acting under the
authority of the company in the
presence of:

SIGNATURE REDACTED

GARY BROWN
print name

signature
of witness

SIGNATURE REDACTED

name

RACHEL BRADFORD
print name of witness

address -

ADDRESS REDACTED

Lender

EXECUTED as a DEED)
for and on behalf of)
DVB BANK SE, LONDON BRANCH)
a company constituted in)
the Federal Republic of Germany,)
by _____)
and _____)
being persons who, in)
accordance with the laws of that territory,)
are duly authorised to act on behalf of)
the company)

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presence of:

signature

print name

signature
of witness _____

name _____

print name of witness

address

Lender

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for and on behalf of
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a company constituted in
the Federal Republic of Germany,
by _____
and _____
being persons who, in
accordance with the laws of that territory,
are duly authorised to act on behalf of
the company

SIGNATURE REDACTED

Jay Passfield
Vice President

SIGNATURE REDACTED

Sarah Conway
Vice President