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COMPANIES HOUSE

Execution Version

## ANNEX

JET2.COM LIMITED (the "Company")

COMPANY NUMBER 02739537

## PRINT OF WRITTEN RESOLUTIONS OF THE COMPANY

PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006

PASSED ON 22<sup>nd</sup> DECEMBER 2014

The directors of the Company propose that the following written resolutions be passed by the Company (1) and (2) as ordinary resolutions and (3) and (4) as special resolutions:

- 1      **THAT** the Company enters into a deed of guarantee (the "Guarantee") between the Company, Dart Group PLC (the "Parent"), Jet2 Transport Services Limited and Jet2holidays Limited (each a "Guarantor" and collectively the "Guarantors") and The Civil Aviation Authority (as agent for and on behalf of Catherine Ruth Staples, Christine Jesnick, Michael Medlicott and Richard Trevor Relton Jackson in their capacity as the trustees of the Air Travel Trust (the "ATT Trustees")) (the "CAA"). The Guarantee is required to be provided to the CAA to guarantee all moneys, obligations and liabilities of any nature due, owing, incurred or payable (or expressed to be so) by Jet2 Transport Services Limited and Jet2holidays Limited (collectively the "ATOL Holders") to the ATT Trustees in connection with the Air Travel Organisers' Licensing ("ATOL") of the ATOL Holders (ATOL numbers TRA9710551 and 9618 respectively). The total amount recoverable under the Guarantee from the Guarantors shall not exceed, in aggregate, the amount of £250,000,000 (or such other amount as may be agreed in writing from time to time between the parties which refers to the Guarantee and specifically clause 2 4.1 of the Guarantee). The total amount recoverable from the Parent under the Guarantee shall not exceed an amount which is equal to the Adjusted Net Assets (as defined in the Guarantee) of the Parent.
- 2      **THAT** the provisions and performance of the obligations set out in the Guarantee and any related or ancillary document (the "Documents"), to which the Company is expressed to be a party and the transaction contemplated thereby, be and are hereby approved (copies of the Guarantee having been supplied to the members of the Company and the Company's auditors prior to signing of this Written Resolution), subject to such changes as the Company's directors, in their absolute discretion, think fit.
3.      **THAT** giving of the guarantee by the Company under the Guarantee and entry into by the Company of the proposed transaction substantially on the terms set out in the Documents will promote the success of the Company for the benefit of its members as a whole
- 4      **THAT** notwithstanding any provisions of the Company's Memorandum and Articles of Association or any personal interest of any of the Company's directors, the Company's directors and/or secretary be and are hereby authorised and directed to execute, deliver and perform the obligations set out in the Documents and give or execute any or all notices communications or other documents on behalf of the Company pursuant to or in connection with each of the Documents (in such manner and subject to such changes as the Company's directors in their absolute discretion, think fit (such opinion being evidenced by the execution of such document))
- 5      **THAT** these resolutions have effect notwithstanding any provision of the Company's Articles of Association  
  
Members of the Company who are eligible members because they are entitled to vote on the resolutions on the circulation date (that is the first date on which copies of the resolutions are first sent to members, being 22<sup>nd</sup> December 2014) should sign and date below to signify their agreement to the resolutions and return the signed document by hand or by post to Jet2 com Limited, c/o The Mint Ingram Street, Leeds, West Yorkshire, England, LS11 9AW or send a copy by email to [ian.day@jet2.com](mailto:ian.day@jet2.com).

These resolutions must be passed by the requisite majority by the end of the period of 28 days beginning with the circulation date otherwise it will lapse.

Agreed

Signed

for and on behalf of

**Dart Group PLC**

Date 22<sup>nd</sup> December 2014

Agreed

Signed

**Philip Meeson**

Date 22<sup>nd</sup> December 2014