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If you sell, have sold or otherwise transferred all of your Ordinary Shares in easyJet plc (the “**Company**”), please send this document, together with the accompanying form of proxy (the “**Form of Proxy**”), as soon as possible to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. If you sell, have sold or otherwise transferred only part of your holding of Ordinary Shares, you should retain this document and the accompanying Form of Proxy and consult the bank, stockbroker or other agent through whom the sale or transfer was effected. **This document does not constitute an offer of any securities for sale.** The distribution of this document into jurisdictions other than the United Kingdom may be restricted by law and, therefore, any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any such restrictions. Any failure to comply with any such restrictions may constitute a violation of the securities laws of such jurisdictions.

This document should be read as a whole. Your attention is drawn to the “Letter from the Chair” set out in Part I of this document which contains a recommendation from the Board that you vote in favour of the Resolution to be proposed at the GM. For a discussion of certain risks and other factors that should be considered in connection with the Proposed Purchase, see “Risk Factors” set out in Part II of this document.

easyJet plc

(Incorporated and registered in England and Wales with registered number 03959649)

**PROPOSED PURCHASE OF 56 AIRBUS A320NEO FAMILY AIRCRAFT AND
CONVERSION OF 18 A320NEO FAMILY AIRCRAFT TO 18 A321NEO AIRCRAFT
AND
NOTICE OF GENERAL MEETING**

Notice of a general meeting of the Company (the “**GM**”) to be held at 10.00 a.m. on Wednesday, 20 July 2022 at Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF, United Kingdom is set out at the end of this document (the “**Notice of GM**”). The Company will be offering facilities for Shareholders to vote at the GM electronically and to attend by conference call to ask questions in real time should they wish to do so. Further details are set out in the notes accompanying the Notice of GM.

A Form of Proxy for use at the GM is enclosed. To be valid, Forms of Proxy should be completed, signed and returned in accordance with the instructions printed thereon to the Company’s registrars, Equiniti, at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA as soon as possible and in any event no later than 10.00 a.m. on Monday, 18 July 2022, being 48 hours (excluding non-working days) before the time appointed for the GM. Completion and return of the Form of Proxy will not preclude Shareholders from participating in the GM electronically or attending and voting at the GM in person. Your appointed proxy must attend the GM for your vote to be counted. Further details on how Shareholders can appoint the Chair of the meeting as their proxy are set out in this document. Unless you are appointing the Chair of the meeting as your proxy, please check with your appointed proxy prior to appointing them that they intend to attend the GM either electronically or in person to represent you. Please refer to the notes accompanying the Notice of GM for further details on appointing a proxy.

This document, which comprises a circular relating to the Proposed Purchase, has been prepared in accordance with the Listing Rules. This document has been approved by the FCA. This document does not constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell, otherwise dispose of or issue, or any solicitation of any offer to sell, otherwise dispose of, issue, purchase, otherwise acquire or subscribe for, any security.

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FORWARD-LOOKING STATEMENTS

This document includes statements that are, or may be deemed to be, “forward-looking statements”. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms “believes”, “estimates”, “forecasts”, “plans”, “prepares”, “anticipates”, “targets”, “aims”, “continues”, “projects”, “assumes”, “expects”, “intends”, “may”, “will”, “would”, “could” or “should” or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts.

They appear in a number of places throughout this document and include statements regarding the Directors’, the Company’s and the Group’s intentions, beliefs or current expectations concerning, among other things, the Group’s results of operations, financial condition, prospects, growth strategies and the industries in which the Group operates. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. A number of factors could cause actual results and developments to differ materially from those expressed or implied by the forward-looking statements, including without limitation: conditions in the markets, the market position of the Group, earnings, financial position, cash flows, return on capital, anticipated investments and capital expenditures, changing business or other market conditions and general economic conditions. These and other factors could adversely affect the outcome and financial effects of the plans and events described in this document.

Forward-looking statements contained in this document based on past trends or activities should not be taken as a representation that such trends or activities will continue in the future. However, these forward-looking statements and other statements contained in this document regarding matters that are not historical facts involve predictions. No assurance can be given that such future results will be achieved. Except to the extent required by applicable law, the Listing Rules, the Disclosure Guidance and Transparency Rules and other applicable regulations, the Company disclaims any obligation or undertaking to update any forward-looking statement contained in this document to reflect any change in the Company’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. Shareholders should note that the contents of the paragraphs relating to forward-looking statements are not intended to qualify the statements made as to the sufficiency of working capital in paragraph 8 of Part IV of this document.

DEFINITIONS AND GLOSSARY

Capitalised and certain technical terms contained in this document have the meanings set out in Part V of this document, unless otherwise stated.

ROUNDING

Certain figures included in this document have been subject to rounding adjustments. Accordingly, any apparent discrepancies in tables between the totals and the sums of the relevant amounts are due to rounding.

DATES

References to “financial year” or “FY” are to financial years of the Company ended or ending on 30 September in the relevant year. References to Q1, Q2, Q3 and Q4 of a financial year or FY are references to the months of October to December, January to March, April to June and July to September (respectively) of that financial year or FY.

This document is dated Monday, 27 June 2022.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of the Proposed Purchase	21 June 2022
Announcement of the publication and posting of this document and Notice of GM to Shareholders	Monday, 27 June 2022
Latest time and date for receipt of Forms of Proxy	by 10.00 a.m. on Monday, 18 July 2022
Voting record time	6.30 p.m. on Monday, 18 July 2022
Time and date of the GM	10.00 a.m. on Wednesday, 20 July 2022

Notes:

- (1) Each of the times and dates set out in the above timetable and mentioned in this document is subject to change by the Company. The Company will notify the Financial Conduct Authority and, where appropriate, Shareholders of any such changes.
- (2) All references to times in this document are to London times unless stated otherwise.

DIRECTORS, SENIOR MANAGERS, COMPANY SECRETARY, REGISTERED OFFICE AND ADVISERS

Directors of the Company:	Stephen Hester (<i>Non-Executive Chair</i>) Johan Lundgren (<i>Chief Executive Officer</i>) Kenton Jarvis (<i>Chief Financial Officer</i>) Julie Southern (<i>Senior Independent Director</i>) Dr Andreas Bierwirth (<i>Independent Non-Executive Director</i>) Catherine Bradley CBE (<i>Independent Non-Executive Director</i>) Nicholas Leeder (<i>Independent Non-Executive Director</i>) Moni Mannings (<i>Independent Non-Executive Director</i>) David Robbie (<i>Independent Non-Executive Director</i>)
Senior Managers of the Company:	Peter Bellew (<i>Chief Operating Officer</i>) Ella Bennett (<i>Group People Director</i>) Stuart Birrell (<i>Chief Data & Information Officer</i>) Maaïke de Bie (<i>Group General Counsel & Company Secretary</i>) Sophie Dekkers (<i>Chief Commercial Officer</i>) Thomas Haagensen (<i>Group Markets & Marketing Director</i>) Garry Wilson (<i>Chief Executive Officer of easyJet holidays</i>)
Registered Office:	Hangar 89 London Luton Airport Luton Bedfordshire LU2 9PF United Kingdom
Telephone Number:	+44 (0) 1582 525019
Company Secretary:	Maaïke de Bie
Sponsor to the Company:	BNP PARIBAS, London Branch 10 Harewood Avenue London NW1 6AA United Kingdom
Legal Advisers to the Company:	Clifford Chance LLP 10 Upper Bank Street London E14 5JJ United Kingdom
Legal Advisers to the Company in relation to the 2022 Amendments:	Norton Rose Fulbright LLP 3 More London Riverside London SE1 2AQ United Kingdom
Registrar:	Equiniti Limited Aspect House Spencer Road Lancing West Sussex BN99 6DA

PART I
LETTER FROM THE CHAIR
easyJet plc

(Incorporated and registered in England and Wales with registered number 03959649)

Registered Office:
Hangar 89
London Luton Airport
Luton
Bedfordshire LU2 9PF
United Kingdom

Directors:

Stephen Hester (*Non-Executive Chair*)
Johan Lundgren (*Chief Executive Officer*)
Kenton Jarvis (*Chief Financial Officer*)
Julie Southern (*Senior Independent Director*)
Dr Andreas Bierwirth (*Independent Non-Executive Director*)
Catherine Bradley CBE (*Independent Non-Executive Director*)
Nicholas Leeder (*Independent Non-Executive Director*)
Moni Mannings (*Independent Non-Executive Director*)
David Robbie (*Independent Non-Executive Director*)

Monday, 27 June 2022

Dear Shareholder

Proposed purchase of 56 Airbus A320neo family aircraft and conversion of 18 A320neo family aircraft to 18 A321neo aircraft and Notice of GM

1. INTRODUCTION

On 21 June 2022, easyJet announced the proposed purchase of 56 A320neo family aircraft for delivery between FY 2026 and FY 2029, utilising existing purchase options and purchase rights. Alongside this, we announced the proposed conversion of 18 A320neo aircraft planned for delivery between FY 2024 and FY 2027 to 18 A321neo aircraft deliveries and amendments to our engine supply agreement.

The purchase of these aircraft, and the conversion of A320neos to A321neos, is under an existing contract with Airbus (the “**2013 Agreement**”) which was approved by Shareholders in 2013 and provided for the purchase of up to 200 aircraft at highly competitive pricing. The proposed conversion of 56 purchase rights and purchase options would substantially complete the 2013 Agreement whilst also securing delivery slots between FY 2026 and FY 2029 to replace aircraft leaving the fleet.

The 2013 Agreement sits alongside an agreement with CFM International, S.A. (“**CFM**”), under which CFM agreed to provide easyJet with concessions, warranties and guarantees for the aircraft delivered under the 2013 Agreement (the “**CFM Agreement**”).

We are asking you to approve an amendment to the 2013 Agreement, which has been entered into between easyJet Airline Company Limited (“**EACL**”) and Airbus S.A.S. (“**Airbus**”) (the “**Airbus Amendment**”), and an amendment to the CFM Agreement, which has been entered into by EACL and CFM (the “**CFM Amendment**”) (together, the “**2022 Amendments**”).

At 2018 average list prices for the Airbus aircraft (the latest year for which Airbus has published list prices for the relevant aircraft), the aggregate commitment in respect of the Proposed Purchase would be approximately USD6.5 billion. The aggregate actual price for the aircraft would be very substantially lower because of certain price concessions granted in connection with the 2013 Agreement.

Given the size of the list price commitments under the Airbus Amendment relative to the Company, the Proposed Purchase constitutes a Class 1 transaction under the Listing Rules, and is therefore conditional on Shareholder approval at the GM. The GM will be held at 10.00 a.m. on Wednesday, 20 July 2022 at Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF, United Kingdom.

Notice of the GM is set out at the end of this document. The Resolution being proposed seeks approval of the terms of the Proposed Purchase. Paragraph 10 (*Action to be taken*) of this letter sets out the actions that Shareholders are requested to take in order to cast their votes.

The purpose of this document is to provide you with information on the terms of the Proposed Purchase, to explain the background to and reasons for the Proposed Purchase and why the Board considers it to be in the best interests of Shareholders as a whole. Consequently, the Board recommends that Shareholders vote in favour of the Resolution, as the Directors intend to do in respect of the Ordinary Shares they hold.

You should read the whole of this document and not rely solely on the summarised information set out in this letter.

2. BACKGROUND TO AND REASONS FOR THE PROPOSED PURCHASE

Why this Proposed Purchase is in the interests of easyJet

The last two years saw an unprecedented collapse in travel, with easyJet registering its first ever loss, and the entire sector placed under significant pressure. We are now recovering from the impact of COVID-19, with a clear return of demand as demonstrated by robust bookings for travel this summer. We have positioned ourselves to take advantage of market opportunities that arise following COVID-19, and we are in a strong financial position to invest for the future.

The Proposed Purchase is a significant step in assuring the trajectory of the business and protecting easyJet's position. The Directors believe it will support positive returns for the business, the delivery of our strategic objectives and ensure business continuity for the following reasons:

- Securing Certainty of Aircraft Supply: Airbus delivery slots are increasingly scarce, with no direct slots being available until 2027. By securing delivery slots now, easyJet ensures future deliveries between FY 2026 and FY 2029 to replace aircraft leaving the fleet. The Group's ability to maintain desirable slots and sustain its route network depends on the timely delivery of aircraft.
- Maintaining Operational Scale: The new aircraft will be used to replace older aircraft as they reach the end of their useful life. These aircraft will become economically unviable for our high intensity low-cost operation and will need replacement if we are to maintain the current scale of our business.
- Utilising the Benefits of the 2013 Agreement: The new aircraft will be purchased under the 2013 Agreement, meaning we will continue to benefit from the highly competitive pricing and the flexibility rights in this agreement. These aircraft are priced very substantially below the Airbus list price, and benefit from attractive price escalation protection. In addition, the Airbus Amendment continues to offer flexibility with respect to delivery dates and the ability to convert A320neo aircraft to A321neo aircraft.
- Benefits of New Generation Technology: The new aircraft will continue the modernisation of the easyJet fleet. The new aircraft will deliver between a 15% and 25% unit cost fuel efficiency improvement (depending on which aircraft they replace). This will significantly reduce easyJet's fuel costs and therefore improve our overall cost base. It will also reduce the costs of compliance with various environmental regulations. The costs of carbon emissions will increase significantly over the next few years, and increased fuel efficiency will lead to a proportional reduction in carbon emissions. Additionally, some airports provide discounted fees for new generation aircraft, further enhancing the economic benefits.
- Increased Aircraft Size: The new aircraft will also facilitate further up-gauging of the fleet – increasing the average seat count per aircraft of the easyJet fleet. This is achieved through the new A320s (with 186 seats) replacing smaller A319s (with 156 seats) and older A320s (with 180 and 186 seats). Further up-gauging will also occur as a result of additional A321neo aircraft (with 235 seats) being introduced into the fleet. This will result in further improvements in cost

efficiency, with the costs of each flight spread across a greater number of passengers. The A321neo is a highly cost-efficient aircraft, well suited to higher demand or longer sector length parts of easyJet's network.

- **Sustainability Benefits:** The new aircraft are aligned with easyJet's sustainability strategy, with the adoption of the more efficient new technology aircraft being a core component of easyJet's path to net zero emissions. Alongside this, the new aircraft are significantly quieter, with half the noise footprint of the older aircraft they are replacing.

The Directors believe the Proposed Purchase supports the delivery of easyJet's overall strategic objectives. Given constraints on Airbus delivery slots, should the Proposed Purchase not proceed, easyJet would not have a secure supply of aircraft between FY 2026 and FY 2029 and would therefore need to either decrease its fleet size or source alternative new generation aircraft with higher ownership costs. If instead we sourced aircraft from the secondary market, this may expose us to older technology. We would face greater exposure to fluctuating fuel prices and carbon related taxes and would be competitively disadvantaged relative to the more modern fleets operated by our competitors. In addition, easyJet would be delayed in achieving its sustainability and net zero emissions objectives.

This would reduce potential future profitability and impair our ability to maintain the benefits of the investment already made in easyJet's network and market position.

If the fleet had to be downsized, we would need to consolidate our network, forcing the exit from profitable markets and creating upward pressure on unit costs and ultimately requiring a retrenchment from our pan-European position.

The aircraft associated with the Proposed Purchase will be financed over a number of years through a combination of easyJet's internal resources, cash flow, sale and leaseback transactions and debt. While the Board will regularly review optimal sources of financing, there is currently no expectation that Shareholders will be asked to fund any aspect of the Proposed Purchase.

Background to the 2013 Agreement

Under the 2013 Agreement, EACL originally agreed to purchase, and Airbus agreed to supply to easyJet, 100 A320neo family aircraft for delivery between FY 2017 and FY 2022 and to grant purchase options and purchase rights for easyJet to acquire a further 100 A320neo family aircraft. In subsequent amendments, an additional 30 purchase rights were granted and a number of purchase rights were converted to purchase options, making a total of 130 purchase options and purchase rights, and the right to order up to 230 aircraft in total. Since 2013 we have converted 71 of these purchase options and purchase rights, so that easyJet is committed to purchasing 171 aircraft under the 2013 Agreement. Fifty-eight of these aircraft have already been delivered, leaving 113 from the current order of 171 aircraft to be delivered.

The table below summarises the status of the 2013 Agreement as at the Latest Practicable Date.

Total firm A320 family commitments	Purchase options ⁽ⁱ⁾	Purchase rights ⁽ⁱⁱ⁾	Total
171	6	53	230

(i) Purchase options are a contractual right of the Company to acquire additional aircraft under the existing terms and conditions of the 2013 Agreement at specific dates in the future. The dates of delivery of these six remaining purchase options are between January and June 2026.

(ii) Purchase rights are a contractual right of the Company to acquire additional aircraft under the existing terms and conditions of the 2013 Agreement, but have no specific delivery date defined until the purchase right is exercised to become a firm commitment. Delivery dates are mutually agreed between the Company and Airbus and are subject to the industrial and commercial constraints of Airbus.

2022 Amendments

Under the Airbus Amendment, easyJet would exercise six purchase options and 50 purchase rights to acquire 56 A320neo family aircraft, for delivery between FY 2026 and FY 2029. Alongside this, we would convert 18 A320neo deliveries scheduled for delivery between FY 2024 and FY 2027 into 18 A321neos. The Proposed Purchase would substantially complete the 2013 Agreement with Airbus

(with easyJet retaining rights over a further three aircraft) whilst also securing delivery slots between FY 2026 and FY 2029 to replace aircraft leaving the fleet.

Alongside the Airbus Amendment, the CFM Amendment provides certainty that the commitments given by CFM under the CFM Agreement will cover aircraft delivered throughout the expected delivery period for the aircraft under the Airbus Amendment, and additional flexibility to delay the delivery of aircraft. The CFM Amendment addresses the issue that when the original agreements were put in place in 2013 (with Airbus) and 2014 (with CFM), it was not envisaged that aircraft would be delivered into calendar year 2028 and potentially beyond. The economic impact of the COVID-19 pandemic and subsequent fleet delivery deferrals from FY 2022 to FY 2024, combined with the constraints on Airbus delivery slots, mean that we have had to amend the CFM Agreement to address the later than planned delivery dates. The Directors consider that the CFM Amendment significantly improves the terms of the CFM Agreement and allows us to both take delivery of aircraft up to the end of calendar year 2028 and potentially beyond and to maintain flexibility we have around the delivery dates of these aircraft.

The principal terms and conditions of the 2013 Agreement, the CFM Agreement and the 2022 Amendments as applicable to the Proposed Purchase are summarised in paragraph 5 (*Principal Terms of the 2022 Amendments*) of this letter and in Part III: *Summary of the Terms and Conditions of the Proposed Purchase* of this document.

3. INDUSTRY LANDSCAPE AND EASYJET'S POSITION

Historically, the European aviation industry has been split into two segments, low-cost carriers and full-service network carriers. This segmentation has evolved, with easyJet positioning itself in a unique position based on its business model which combines primary and often slot-constrained airports with a low-cost model.

Low-cost carriers tend to compete in the segment of the market that is the most price sensitive. By focusing on removing the complexity associated with full-service network models, for example by operating a point-to-point network with a standardised fleet, they are able to reduce their cost of production which in turn results in lower ticket prices relative to full-service carriers. These business models have tended to operate in short-haul markets. At the far end of the low-cost spectrum, there are a subset of passenger airlines that inherently drive cost out of the business above all else; these are the “ultra” low-cost carriers. However, as a result of this ultra-low-cost strategy, these airlines operate primarily out of secondary or tertiary airports.

Full-service network carriers are generally located in primary airports, from which they operate a hub and spoke network model. These carriers tend to have greater complexity in their business models, which is offset through higher yields generated by the products and services that are part of that business model. Full-service carriers account for the majority of available seat kilometres in the worldwide airline industry.

easyJet has a unique strategy of operating a low-cost model from primary and often slot constrained airports. This differentiates us from both other low-cost carriers, which have comparable business models but operate in secondary or tertiary airports which offer less convenience for customers, and full-service carriers, operating from the same airports as easyJet, but with an intrinsically higher cost base and, as a result, higher fares for customers. The Directors believe this differentiated position will allow easyJet to generate strong margins.

In addition, the core network that easyJet operates is highly constrained which makes it difficult for other carriers to replicate easyJet's strategy.

The COVID-19 pandemic has had a material impact upon the performance of airlines worldwide, including easyJet. During the pandemic, easyJet invested in numerous self-help measures to ensure the airline would be in a position of strength when emerging from the pandemic. These actions included a substantial focus on cost management, network optimisation ensuring capacity is placed where returns are strongest and step changing the ancillary product offering. These improvements, alongside the new easyJet holiday's business, have focussed around improving returns across all areas of the business. In addition, easyJet has ensured its future stability through accessing various forms of liquidity. As a result, easyJet today has one of the strongest balance sheets in the industry.

Since February 2022, travel restrictions have substantially eased across Europe, with the industry now entering largely restriction-free travel for the first time since the COVID-19 pandemic began. The return to restriction-free travel has seen demand pick up materially, in particular on leisure flows where easyJet's capacity has fully recovered and grown compared to pre-pandemic levels. The business is well positioned to capture market share in our core markets, with customers showing a pent-up appetite to take holidays after missing out over the course of the pandemic. Business travel is also returning, where the Group's network is well positioned, as evidenced in March 2022, where business travel accounted for 19% of flying, a higher proportion than historically seen.

The Proposed Purchase is a significant step in assuring the trajectory of the business and ensuring that easyJet has the capacity available from FY 2026 and beyond to continue to execute upon its strategy.

4. FLEET PLAN

As of 31 March 2022, easyJet's fleet size was 322 aircraft and consisted of the following aircraft types and ownership allocation:

easyJet Fleet as of 31 March 2022

	Capacity	Owned	Leased	Total
A319	156	35	64	99
A320 (180Y)	180	0	13	13
A320 (186Y)	186	105	49	154
A320neo	186	34	7	41
A321neo	235	4	11	15
Total	—	178	144	322
Average seats per aircraft	178.82	—	—	—

Under the 2013 Agreement, as at the date of this document, 58 aircraft have been delivered, with a further 113 firm orders outstanding, with deliveries expected to conclude in FY 2028. As described above, the Airbus Amendment will commit easyJet to the following firm orders and conversion of A320neos to A321neos:

Summary of 2013 Agreement and the Airbus Amendment

	Delivered	FY22	FY23	FY24	FY25	FY26 to FY29
Purchase options exercised	0	0	0	0	0	6
Purchase rights exercised	0	0	0	0	0	50
Total	0	0	0	0	0	56
Total incremental deliveries	0	0	0	0	0	56
Total existing deliveries	58	1	7	18	26	61
Total deliveries post Airbus Amendment	58	1	7	18	26	117
A321 conversions	0	0	0	3	3	12

As detailed above, pursuant to the 2013 Agreement and the Airbus Amendment, the Company will have 169 firm orders outstanding with deliveries expected to conclude in FY 2029. The result of the Proposed Purchase will be to ensure that easyJet is able to replace aircraft that naturally reach the end of their life with easyJet, maintaining easyJet's operational scale. These retiring aircraft are older generation aircraft, and include 156 seat A319s and older 180 seat and 186 seat A320s. Replacing these older, smaller aircraft with new generation A320neo and A321neo aircraft will lead to substantial improvements in fuel efficiency and increase the average seats per aircraft of the easyJet fleet, leading to cost savings and sustainability benefits.

easyJet's approach to fleet planning focuses on a number of factors, including on maximising flexibility of fleet size and gauge to enable the Company to adjust capacity to market demand and to be able to manage events such as the impact of the COVID-19 pandemic. This is achieved through the following:

- In connection with the originally anticipated delivery schedule, deferring aircraft as permitted within the 2013 Agreement, subsequent amendments to the 2013 Agreement and the CFM Agreement. Working with our original equipment manufacturer partners to move the delivery

dates of firm aircraft commitments to mutually agreed later dates allows the Company to defer fleet increases or replacement milestones and delay the capital expense of the delivery costs of the deferred aircraft. Deferred aircraft have the same real cost as if they were delivered on the original date, but do have an increase in the nominal price of the aircraft as determined by applying formulae reflecting increases in the published relevant labour and material indices between an agreed base date and the contracted date of delivery. The 2022 Amendments help preserve flexibility in the contracts in relation to the new schedule of aircraft deliveries and enhance it by allowing a significant proportion of the aircraft to be deferred beyond calendar year 2028 and within a certain timeframe at a slightly higher operating cost. In exchange for this additional flexibility, we have agreed to reduce the flexibility in connection with a small proportion of the existing near term committed aircraft which, considering current prevailing Airbus delivery constraints, was not exercisable in any event.

- (b) Using operating leases' term maturities as natural milestones to exercise: (i) fleet reduction (returning the aircraft to the owner and not replacing); (ii) fleet size stability (extending the term of the operating lease); and (iii) fleet upgrading (returning the aircraft to the owner and replacing with an alternatively sourced aircraft). Where that alternatively sourced aircraft is from easyJet's firm order book, it typically results in a reduction in the average age of the fleet and an increase in the average seats per aircraft, leading to cost savings and sustainability benefits.
- (c) Converting A320neo aircraft to A321neo aircraft with a specified lead time is permitted within the 2013 Agreement. This flexibility allows easyJet to further adjust its capacity in the future if required.
- (d) Utilising purchase rights and purchase options within the 2013 Agreement, which when exercised provide for firm positions. easyJet's purchase options have agreed dates, while purchase rights are subject to agreeing delivery dates with Airbus.

The Airbus Amendment utilises the latter two of these flexibility levers and provides better certainty of procurement of new aircraft delivery slots in the FY 2026 to FY 2029 period. While the Airbus Amendment creates a firm commitment and removes the majority of the remaining purchase rights and options, the deferral rights which are retained and updated provide a high level of fleet flexibility, albeit, at a slightly higher operating cost if deferred beyond calendar year 2028.

The Proposed Purchase would substantially complete the 2013 Agreement (with easyJet retaining rights over a further three aircraft). To meet future fleet requirements beyond the 2013 Agreement, easyJet expects to review the options available in the market. This may include examining shorter-term options and entering into longer-term future purchase agreements.

5. PRINCIPAL TERMS OF THE 2022 AMENDMENTS

General

EACL originally entered into the 2013 Agreement (in its then current form) on 17 June 2013. It has since been amended 12 times, including amendments in November 2015, November 2018, June 2020 and December 2020 to grant EACL further purchase rights and purchase options and/or to amend the terms of such rights.

EACL originally entered into the CFM Agreement on 13 July 2014. The commitments given by CFM under the CFM Agreement were approved by the Company's Shareholders alongside the 2013 Agreement in 2013, and the CFM Agreement was entered into in 2014.

Further details of the 2013 Agreement, the CFM Agreement and the 2022 Amendments are contained in Part III: *Summary of the Terms and Conditions of the Proposed Purchase* of this document.

Price

The 2022 Amendments were negotiated and entered into with adherence to customary business and industry practice. The aggregate actual price for the aircraft, determined after an arm's-length negotiation between the parties, is very substantially lower than the 2018 average list price published by Airbus because of certain price concessions with regard to the aircraft. These take the form of credit memoranda to EACL for the amount of such concessions, which easyJet may apply toward the purchase of goods and services from Airbus or toward payments in respect of the purchase of the aircraft.

The 2013 Agreement and CFM Agreement contain confidentiality provisions restricting, among other things, disclosure of the actual price of the aircraft and the exact level of credits granted by CFM. In addition, consistent with the customary practice of the global aviation industry, the price for the acquisition of the aircraft is not customarily disclosed to the public. Disclosure of the price would result in the loss of the significant price concessions and hence would have a significant negative impact on EACL's cost incurred in entering into the 2013 Agreement, the CFM Agreement and the 2022 Amendments and would therefore not be in the interests of the Group and Shareholders as a whole.

The table below sets out the aircraft list price (being the sum of the airframe list price, engine option list price and the price of certain assumed specification change notices) based on the published price list from 2018 (the latest year for which Airbus has published list prices for the relevant aircraft).

Aircraft	Total (USD) based on January 2018 average list prices
New generation A319neo aircraft	USD101.5 million
New generation A320neo family aircraft	USD110.6 million
New generation A321neo aircraft	USD129.5 million

Applicable to both the firm aircraft orders and the purchase right aircraft.

The final list price of Airbus aircraft is subject to increases including: (i) the cost of certain "Buyer-furnished" equipment which EACL has asked Airbus to install on the aircraft; (ii) price escalation will be applied to the airframe list price, the engine option list price and the price of specification change notices, by applying a formula reflecting increases in the published relevant labour and material indices between the time the aircraft list price was set and the delivery of such aircraft; and (iii) taxes. EACL is responsible for the payment of any taxes (including VAT) except for taxes relating to the manufacture of the Airbus aircraft in, inter alia, France and/or Germany, which will be payable by Airbus.

The Directors confirm that the final negotiated price, including the impact of any additional costs due in respect of any aircraft deferred beyond FY 2029, and the cost of converting A320neos into A321neos, represents a very substantial discount from the list price noted above for both A320neo and A321neo aircraft and will continue to give the Group a strong competitive advantage through its aircraft ownership costs. The Company has also taken into account the current economic environment, the industry performance and the Company's financial position, and considers that the extent of the price concessions granted to EACL under the 2013 Agreement are highly advantageous and in the best interests of the Group and Shareholders as a whole.

In respect of the 2013 Agreement and CFM Agreement, the Company understands its disclosure obligations under the Listing Rules, and has therefore requested Airbus' and CFM's consent to the Company disclosing required information (including the relevant price involved) in the relevant announcements and circulars. Nonetheless, Airbus and CFM did not accede to the Company's request and insisted on preserving the confidentiality of such information for business and commercial reasons.

6. FINANCIAL EFFECTS AND BENEFITS OF THE PROPOSED PURCHASE

The Proposed Purchase will secure aircraft delivery slots through the period of FY 2026 to FY 2029, enabling retiring aircraft to be replaced by new generation A320neo and A321neo aircraft. These are expected to be 15% to 25% more fuel-efficient per seat than equivalent previous-generation aircraft and of a higher average seats per aircraft, delivering a materially lower operating cost per seat.

Based on published list prices for aircraft, the exercise of the purchase rights and options and the conversion of 18 A320neo aircraft to 18 A321neo aircraft in the 2022 Amendments are expected to result in an aggregate commitment in respect of the Proposed Purchase of approximately USD6.5 billion, which will be spread over a number of years.

The effect on easyJet's assets and liabilities will depend on the ownership structure of the aircraft which is decided closer to the time of delivery. The payments under the 2022 Amendments will be financed over a number of years through a combination of easyJet's internal resources, cash flow, sale and leaseback transactions and debt.

7. CURRENT TRADING AND FUTURE PROSPECTS

In the six months to 31 March 2022, easyJet has reduced its losses year on year with headline loss before tax of £545 million. Total revenue increased by 524% to £1,498 million predominantly due to the increase in capacity flown and ancillary products continuing to deliver incremental revenue. Group headline costs increased by 117% to £2,043 million, primarily due to the increase in flown capacity.

The pent-up demand and removal of travel restrictions provided for a strong and sustained recovery in trading which has been further boosted as a result of the Company's actions. These include the continued reallocation of aircraft which has seen more than 1.5m seats moved to the best performing markets and the step-change in ancillary products delivering increased revenue—both of which have contributed to total yield increasing by 9% compared to the same period in FY19.

Given the unprecedented ramp up, the aviation industry across Europe is experiencing operational issues with root causes similar to the post-COVID supply chain issues being seen in many other parts of the economy. easyJet has taken action to address these pressures, which include proactively managing the schedule and reducing cancellations through various measures such as boosting recruitment and improving identification processing. Despite this, bookings continue to be strong as demand has returned, post the impact of the Omicron variant, with the removal of travel restrictions. Booking patterns have remained shorter than they were pre pandemic, however in the last 10 weeks, prior to our half year results, bookings have consistently been above the levels in the same period of 2019. easyJet holidays is continuing to build, and remains on track to carry over 1.1 million passengers in FY22 with over 70% of the program sold.

easyJet is currently c.71% hedged¹ for fuel in H2 of FY22 at c.US\$619 per metric tonne, c.49% hedged for H1 of FY23 at c.US\$701 and c.20% hedged for H2 of FY23 at c.US\$807.

The figures presented above represent those reported at easyJet's Half Year Results Announcement. For further details, please refer to easyJet's released interim results for the period from 1 October 2021 to 30 March 2022, which can be found on the Company's website (<https://corporate.easyjet.com>).

On 20 June 2022, easyJet published a trading update highlighting that the Company's operations have seen challenges resulting from air traffic control delays and staff shortages in ground handling and at airports, resulting in increased aircraft turnaround times and delayed departures which have a knock-on effect resulting in flight cancellations. A very tight labour market for the whole ecosystem including crew, compounded by increased identification check times also reduced planned resilience further. This has been reflected in the flight caps announced recently at two of easyJet's largest airports, London Gatwick and Amsterdam. In response to these caps and in order to build additional resilience, easyJet is proactively consolidating a number of flights across affected airports. This provides customers with advance notice and the potential to rebook onto alternative flights.

As a result of these pre-emptive actions, easyJet now expects its Q3 capacity, to 30 June 2022, to be around 87% of FY19 levels, and Q4 capacity, to 30 September 2022, to be around 90% of FY19 levels. There will be a cost impact from disruption, coupled with the enhanced resilience easyJet is putting in place this summer, from additional wet leased aircraft, crew costs and airport charges. easyJet will therefore exceed the previously provided operating cost ex fuel guidance, however the Company believes that these capacity/cost impacts are a one-off this summer and expects all parties to build greater resilience in time for 2023 peak periods.

Booking momentum has continued with demand for travel this summer remaining strong, with Q3 currently 86% sold with ticket yields up c.2% and Q4 48% sold with ticket yields up c.14%. This Q4 booking position is broadly in line with where easyJet was at the same point in FY19.

8. RISK FACTORS

Shareholders should consider fully and carefully the risk factors associated with the Proposed Purchase and the industry in which the Company operates, and your attention is drawn to the risk factors set out in Part II of this document.

¹ Hedging is the process whereby easyJet mitigates fuel price volatility by fixing a proportion of its fuel costs using financial derivatives.

9. GENERAL MEETING

In view of the size of the Proposed Purchase, Shareholders' approval is required in order for easyJet to proceed with the Proposed Purchase as announced on 21 June 2022. The GM of the Company is to be held at 10.00 a.m. on Wednesday, 20 July 2022 at Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF, United Kingdom, at which the Resolution in connection with the Proposed Purchase will be proposed. The full text of the Resolution is set out in the Notice of GM at the end of this document. In the event that the Resolution is not passed, the Proposed Purchase will not be completed.

10. ACTION TO BE TAKEN

Shareholders are strongly encouraged to vote on the Resolution in advance of the GM by completing an online proxy appointment form appointing the Chair of the meeting as your proxy and to register any questions in advance. The Board unanimously recommends all Shareholders VOTE IN FAVOUR of the Resolution.

Shareholders can register their votes and the appointment of the Chair of the meeting as their proxy electronically through Equiniti's website at www.sharevote.co.uk where full instructions on the procedure are given. A proxy appointment made electronically will not be valid if sent to any address other than those provided or if received after 10.00 a.m. on Monday, 18 July 2022. Further details are set out in the notes to the Notice of GM.

Alternatively, you will find enclosed a Form of Proxy which you can use to submit your vote in advance of the GM. Please complete, sign and return the enclosed form as soon as possible in accordance with the instructions printed thereon. Forms of Proxy should be returned so as to be received by the Company's registrars, Equiniti, at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA as soon as possible and in any event **not later than Monday, 18 July 2022 at 10.00 a.m.**, being 48 hours (excluding non-working days) before the earliest time appointed for the meeting or any adjournment thereof.

In addition, the Company will be offering facilities for Shareholders to vote at the GM electronically and to attend by conference call to ask questions in real time should they wish to do so. Further details are set out in the notes to the Notice of GM.

Shareholders are encouraged to submit their voting instructions and Form of Proxy as soon as possible, even if they might intend to participate in the GM electronically or attend in person. Shareholders can submit questions to the Board in advance of the GM by emailing cosec@easyjet.com by no later than 10.00 a.m. on Monday, 18 July 2022. We will consider all questions received and, if appropriate and relating to the business of the GM, give an answer at the GM and provide a written response or publish answers on our website <https://corporate.easyjet.com>.

As Shareholders will be aware, the Board is ensuring the Company complies with European Ownership and Control Requirements by exercising its powers to suspend voting rights of certain UK and non-EU Nationals. For the period of any such suspension, the relevant Shareholders would not be entitled to attend, speak or vote at Shareholder meetings, including the GM, in respect of the shares subject to the suspension.

Notwithstanding any suspension, we would recommend that all Shareholders vote in advance of the GM, even in respect of any Affected Shares (as defined in the Notice of GM) that they may hold. This is because those shares may be re-enfranchised in advance of the GM. For further information, please refer to the notes to the Notice of GM which provide an explanation of the impact for Shareholders whose shares are the subject of Affected Share Notices (as defined in the Notice of GM).

Whilst our intention is to permit physical attendance at the GM, and also offer facilities for Shareholders to vote at the GM electronically, circumstances may arise which require the Board to make changes to the GM arrangements. Shareholders should therefore continue to monitor the Company's website and announcements for any updates.

11. RECOMMENDATION TO THE SHAREHOLDERS

The Board believes that the approval of the Resolution is in the best interests of the Company and its Shareholders as a whole. Your Directors unanimously recommend that you vote in favour of the Resolution, as they intend to do in respect of their own beneficial holdings which amount in aggregate to 250,472 Ordinary Shares representing approximately 0.033% of the existing issued ordinary share capital of the Company as at the Latest Practicable Date.

Yours faithfully,

Stephen Hester
Chair

PART II

RISK FACTORS

In addition to the information presented in this document, the following risk factors should be carefully considered by Shareholders when deciding what action to take in relation to the Resolution proposed at the GM. The risks and uncertainties described below should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties. These risks and uncertainties are those which the Directors believe are the material risks relating to the Proposed Purchase either becoming effective or not becoming effective. Additional risks and uncertainties not presently known to the Directors, or that the Board currently deems immaterial, or that the Board deems material but which are not related to or will not result from or be impacted by the Proposed Purchase, may also adversely affect the business of the Company. If any of these risks materialise, the business, financial condition or results of operations of the Company could be materially adversely affected. In such circumstances, the market price of the Company's Ordinary Shares could decline and you may lose all or part of your investment. The information given is as of the date of this document and, except as required by the FCA, the London Stock Exchange, the Listing Rules, the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules or any other applicable law or regulation, will not be updated.

You should consider carefully the risks and uncertainties described below, together with all other information contained in this document and the information incorporated by reference herein, before deciding whether to vote in favour of the Resolution.

1. RISKS RELATED TO, RESULTING FROM OR IMPACTED BY THE PROPOSED PURCHASE

The Proposed Purchase is conditional on Shareholder approval

Under the 2022 Amendments, the Proposed Purchase is conditional upon Shareholders approving the Resolution. There can be no assurance that such approval will be obtained. The Board considers that the Proposed Purchase is in the best interests of the Company and Shareholders as a whole. If the 2022 Amendments do not become effective due to Shareholder approval not being obtained, the Company may not be able to: (i) obtain terms for the purchase of alternative aircraft as favourable as those pursuant to the 2022 Amendments in the future in terms of cost and planning flexibility; (ii) maintain its operational scale; (iii) modernise its fleet; (iv) ensure further up-gauging; (v) achieve its path to net zero; or (vi) secure delivery slots aligned to the Company's fleet plan. The purchase options and purchase rights set out in the 2013 Agreement and to be exercised in the 2022 Amendments could be exercised in the future (up to the end of November 2022 for the six purchase options and the end of December 2025 for the 50 purchase rights). However, in the case of the purchase rights, the timing of delivery is subject to Airbus delivery slot availability. Should the 2022 Amendments not be approved, purchase rights could be exercised at a later date, however, Airbus delivery slots may not be available in the FY26 to FY29 period where easyJet requires aircraft. The risks set out in the paragraph below entitled "*Risks related to, resulting from or impacted by the 2022 Amendments not becoming effective*" would apply if the 2022 Amendments did not become effective.

The Company is exposed to significant financial commitments in relation to the Proposed Purchase

The Company's fleet plan is dependent on its ability to replace older aircraft as they exit, with more cost-efficient new generation aircraft. To this end, EACL has entered into the 2022 Amendments. The Airbus Amendment requires substantial payments, including pre-delivery payments, by EACL once the Proposed Purchase is approved by Shareholders and up to the delivery of the final aircraft, currently scheduled for Q1 of FY 2029. While there is some flexibility built into the 2022 Amendments and associated CFM Agreement through rights to modify the timing of a proportion of the deliveries, the Airbus Amendment requires a substantial financial commitment by the Company over the long term and up to the delivery of the final aircraft. It is very difficult to predict the future prospects of the airline industry which can change quickly, and the Company's business can be affected by macroeconomic conditions outside of its control, including weakening consumer confidence, inflationary pressure, economic instability, geo-political conditions (such as the Ukraine-Russia conflict), climate, regulatory changes, external events (including the COVID-19 pandemic) or competitor behaviours over the term of the 2022 Amendments. During such times, consumers may choose not to fly. The Company has no control over the impact of macroeconomic conditions and there can be no assurance that such

conditions will not have a material adverse effect on easyJet's results of operations, financial condition and prospects.

The Company needs sources of financing to meet its obligations under the 2022 Amendments

The ability of the Company to meet its obligations under the 2022 Amendments is dependent on its own internal resources and cash flow and its ability to access the other methods of finance, including sale and leaseback transactions, debt or other sources of financing on acceptable terms over the term of the 2022 Amendments. The Directors believe that such resources and methods of financing are currently available to the Company and are likely to remain available, however there can be no assurance that such sources of finance or other suitable financing arrangements will not become more difficult to obtain, more expensive, less commercially attractive or be available at all in the future due to the then prevailing conditions of the international credit and capital markets, or otherwise. In addition, any negative change in the creditworthiness of the Company may adversely affect the Company's ability to access the capital markets.

The Company has in part been able to, and anticipates being able to, finance its operations and capital needs because its existing fleet of aircraft, the main asset of the Company, has been attractive security to lenders and other financiers. There can be no assurance that aircraft will continue to provide attractive security for lenders and financiers in the future which could make it difficult, or even impossible, in the long term for the Company to obtain new credit lines or other financing instruments. There is no current indication that aircraft will not continue to be attractive security against which to raise funds.

Whilst this risk factor sets out the difficulties the Company would face in the event it was unable to source new credit lines following the impact of adverse conditions in the credit and capital markets, the Directors are not currently aware of any such issues affecting the business and believe this should be viewed as a longer-term risk.

The Company is exposed to risks associated with the Airbus aircraft

The new generation A320neo family aircraft was launched by Airbus in December 2010 and entered service in 2016. While the airframes of the aircraft have undergone little change from the existing A320 aircraft, the engines employ new technologies. There is a risk that the new engine design and/or the new materials used in the engines may be found to be less durable or reliable than expected over time, thereby leading to higher maintenance and repair costs. A key incentive for the purchase of the new generation aircraft is their improved fuel efficiency. If the fuel efficiency of the engines significantly degrades over time, the consequent fuel savings may be lower than expected.

In addition, aircraft manufacturers may delay delivery of aircraft, make scheduled deliveries of aircraft late, or deliver aircraft which do not meet the standards and specifications contracted for, which, if any of these things were to occur under the Proposed Purchase, could have a material adverse effect on the Company's business, financial condition and/or results of operations. The Company has contractual recourse against Airbus only for delays attributable to certain specified causes. If aircraft are not delivered to the Company as scheduled, the transition period from older generation A320 aircraft to new generation aircraft will be longer and may require the Company to source additional older generation A320 aircraft or to lease A320neo family aircraft from the lessor market to support its business strategy, potentially at an increased cost. It is noted that the older generation A320 aircraft could potentially have higher operating costs than the more fuel-efficient new generation aircraft. Also, if Airbus delay the delivery of aircraft or there is a global airline industry-wide event impacting deliveries of all A320neo family aircraft for all airlines, the Company may, in certain limited circumstances, be liable for higher ownership costs of the aircraft and in certain circumstances of very extended delivery delays may be required to enter into discussions with CFM in relation to the cost impact for CFM of such delay.

The Company is exposed to the failure, non-performance or insufficient capacity of Airbus in connection with its aircraft or CFM in connection with its engines

If the Company's aircraft manufacturer, Airbus, or its engine manufacturer, CFM, experiences financial difficulties, goes out of business or defaults on its obligations to the Company, this could have adverse consequences for the Company. In particular, the Company would have to find another supplier for its aircraft or engines in order to execute its fleet plan. If the Company had to lease or purchase aircraft

or engines from another supplier, it may encounter significant delays in obtaining the aircraft or engines it requires and/or be unable to obtain those aircraft or engines on economic terms comparable to the terms of the agreement it has agreed with its existing suppliers. Any replacement aircraft or engines may not have the same operating advantages. Further, the addition of any such different aircraft and/or engines could result in transition costs, including costs associated with re-training the Company's employees and ongoing cost efficiency reduction due to the added complexity of different aircraft and engine types.

The Company's operations could also be harmed by the failure or inability of Airbus or CFM to provide sufficient parts or related support services for their aircraft or engines, respectively, on a timely basis. Airbus and CFM currently have a significant order backlog for the Airbus A320neo family aircraft and LEAP-1A engines. Any delay in the scheduled delivery of the Company's aircraft could result in adverse consequences. If an aircraft is delivered late, the Company's ability to maintain desirable slots and sustain its route network and flight frequencies could be jeopardised. Moving quickly from aircraft delivery to revenue-generating deployment requires the coordination of a number of processes, such as pilot hiring and training and increasing the number of flight frequencies and routes. If the Company is unable to put new aircraft into service in a quick and coordinated manner, it may incur costs and lose anticipated revenue.

Any such issues caused by the failure, non-performance or insufficient capacity on the part of Airbus or CFM could therefore have a material adverse effect on the Company's business, results of operations, financial condition and/or prospects and also on the Company's reputation.

The Company will be reliant on Airbus as its sole supplier of all aircraft and on CFM as its sole manufacturer of aircraft engines

easyJet operates a single airframe type of Airbus aircraft and is dependent on Airbus as its sole supplier of aircraft and on CFM as its sole manufacturer of aircraft engines for Airbus aircraft. The Airbus 320 family (which includes the A319ceo, A320ceo, A320neo, A321ceo and A321neo) and Boeing 737 family are the two primary airframes used for short-haul travel in the European airline industry. Whilst there are cost and efficiency advantages of the Group maintaining a single airframe, technical or mechanical issues that relate specifically to Airbus A320 family aircraft or either of the CFM engine types could ground easyJet's full fleet, or a significant part of its fleet. easyJet has a significant number of outstanding committed orders with Airbus that will be delivered with LEAP-1A engines, with CFM having responsibility for delivering the engines to Airbus. Therefore, relying on these sole suppliers could lead to a delay or complete failure of delivery of new aircraft. This could result in significant disruption to easyJet's operations as well as passengers forming a negative perception of easyJet, thereby reducing demand. Such disruption to operations and/or reduction in demand could have a material adverse effect on easyJet's results of operations, financial condition and prospects.

easyJet owns a significant proportion of its unencumbered fleet of A319, A320ceo, A320neo family, A321ceo and A321neo aircraft which it may seek to sell or sell and lease back in the second-hand aircraft market. If second-hand prices drop for any reason, including safety or reliability concerns, or if easyJet faces delays in completing these transactions, this could have a material adverse effect on easyJet's operations and financial condition.

2. RISKS RELATED TO, RESULTING FROM OR IMPACTED BY THE 2022 AMENDMENTS NOT BECOMING EFFECTIVE

The Company may be unable to continue to generate Shareholder value

The Board considers that the 2022 Amendments are in the best interests of the Company and Shareholders as a whole and currently provides the best opportunity for the Company to obtain commercially attractive and competitively priced terms for the purchase of the aircraft. The Board believes that replacing current aircraft with more fuel-efficient new generation aircraft will generate significant savings in fuel costs, allowing the Company to maintain or improve its cost advantage against competitors and continue to generate Shareholder value.

If the 2022 Amendments do not become effective, the Company's fleet is expected to materially age and the Company may become exposed to increased fuel, maintenance and reliability costs associated with an ageing fleet. This could result in the Company's profit pool shrinking significantly as the older and less cost-efficient aircraft are retired over time, potentially without replacement. Other

airlines may take advantage of the fuel efficiency provided by new generation engine technology while the Company is unable to do so. This may result in a competitive disadvantage to the Company resulting in it not being able to deliver sustainable returns to Shareholders over the long term. The Company may be unable to:

- maintain or improve its cost advantage over competitors on its routes;
- retain its leading market positions;
- continue operating on profitable routes;
- secure delivery slots;
- modernise its fleet;
- ensure further up-gauging;
- achieve its path to net zero;
- benefit from the cost and planning flexibility of the 2013 Agreement;
- maintain its current fleet size and operational scale; and/or
- take advantage of profitable market opportunities, substantially limiting its ability to generate attractive cash returns for Shareholders.

Any of these factors could have a material adverse effect on the Company's business, financial condition or results of operations.

The Company could fail to find suitable alternative arrangements for the purchase or leasing of aircraft

If the 2022 Amendments do not become effective, the Board believes that the Company would need to find alternative arrangements to purchase or lease aircraft of an appropriate type to continue its fleet plan. This may require the Company to negotiate ad hoc deals with suppliers and/or lessors, however there can be no assurance that it will be able to obtain the required number and type of aircraft at favourable rates (which are subject to market-driven fluctuations) or with the optimal delivery dates. If the Company were to negotiate other arrangements for the acquisition of new aircraft in the future, there may be a significant lack of available delivery positions.

3. RISKS RELATED TO THE COMPANY AS RELATED TO, RESULTING FROM OR IMPACTED BY THE PROPOSED PURCHASE

Purchasing too many aircraft

The Company's aircraft needs may change before, during or after the delivery period such that the Company no longer requires the Airbus aircraft it is committed to purchase pursuant to the Airbus Amendment. Although the order for the Airbus aircraft is in line with the Company's current expectations for its future aircraft fleet plan over the medium term, the Company's business needs may change due to events outside of its control as airlines are exposed to risks from, amongst other things, political instability, social unrest, civil war, international conflicts (such as the Ukraine-Russia conflict) and failing governments, accidents, terrorist attacks, natural catastrophes such as volcanic eruptions, climate change, outbreaks of diseases (including the current COVID-19 pandemic) and general economic conditions; for example how the UK and the EU will foster commercial relationships going forward following the UK's withdrawal from the EU, including the need to maintain access to a liberalised market, and/or increasing nationalist agendas in certain of the Company's core markets, potentially impacting on the regime for operating in those countries. The Company's business extends beyond the borders of the EU and into regions including North Africa and the Middle East. Some of the regions the Company operates in have in the past experienced, and may also in the future be subject to, further potential political and economic instability caused by changes in governments, political deadlock in the legislative process, contested election results, tension and local, regional or international conflicts, corruption among government officials, social and ethnic unrest and currency instability. These could lead to the Company being unable to fly its customers to their destinations or experiencing significant losses throughout its business. Demand for the Company's products could also be adversely affected by general competitive pressures within the industry. In any of these situations, the Company's aircraft requirements could be significantly reduced, however it would be

committed to acquire the Airbus aircraft under the 2022 Amendments notwithstanding any such reduction in demand, which could have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

The Company is exposed to currency fluctuations

The Company's significant US dollar denominated exposures relate to the purchase price of aircraft (including the 2022 Amendments), principal and interest payments relating to debt-finance on aircraft owned by easyJet, lease financing on aircraft leased by the Company pursuant to long-term operating leases, aircraft disposal proceeds, maintenance reserves, engine maintenance and aircraft fuel purchases. Additionally, the Company has a substantial proportion of revenues and costs denominated in a number of currencies other than Sterling, most notably the Euro and Swiss Franc.

As a result, the Company's results of operations or financial condition may be significantly affected by fluctuations in the respective values of the above-mentioned currencies, most importantly the value of the US dollar against Sterling and the Euro. The Company hedges its foreign currency exposure to a certain extent, however, there can be no assurance that such hedging activity will protect the Company from the financial consequences of fluctuations in currency values. Due to the possibility of currency fluctuations, there can also be no assurance that the acquisition of aircraft will be as economically beneficial as forecast at the time of the acquisition.

Interest rate movements could adversely affect the Company

The Company has some exposure to fluctuations in interest rates. Of the 318 aircraft in its fleet as at the Latest Practicable Date, three are currently held pursuant to operating leases which are subject to floating rates of interest. The Company's exposure to fluctuations in interest rates may increase as a result of the Proposed Purchase should the Company elect to finance some of the aircraft to be purchased under the 2022 Amendments pursuant to financing arrangements with variable interest rates. The Company also holds a significant amount of cash and cash equivalents that would be impacted by changes in interest rates.

If interest rates materially increase, the return which easyJet makes may be reduced to the extent it may not be able to make sufficient return on any financed aircraft. Therefore, any increase in the cost of funds may have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

The Company is exposed to the used aircraft market for new generation aircraft

The Company's aircraft replacement strategy which involves selling used aircraft in advance of them being replaced, underpinned by the Proposed Purchase, exposes the Company to the used aircraft market. The used aircraft market for new generation aircraft is relatively untested and it is difficult to predict the resale value of such aircraft. Such resale value may be adversely affected if maintenance and repair costs are higher than expected or the aircraft do not perform as expected. The Company's business, financial condition and/or results of operations may therefore be adversely affected by deterioration in the used aircraft market or a lack of demand for new generation as well as older generation A320 family aircraft.

4. RISKS RELATED TO THE COMPANY'S INDUSTRY AS RELATED TO, RESULTING FROM OR IMPACTED BY THE PROPOSED PURCHASE

The Group has been materially impacted by the COVID-19 pandemic and measures introduced by governments and other parties to mitigate the spread of the virus. Any re-imposition of restrictions on air travel and/or other governmental measures which impact demand for air travel would materially impact the Group

The impact of the COVID-19 pandemic on easyJet and its subsidiaries' operations continues to evolve and, while the situation continues to improve, certain uncertainties remain. COVID-19 caused an unprecedented level of travel restrictions being imposed by governments across easyJet's markets during the FY 2020 and 2021. The total number of passengers carried by easyJet decreased by 57.6% to 20.4 million for the year ended 30 September 2021 (compared to 48.1 million for the year ended 30 September 2020) driven by a reduction in seats flown of 48.8% to 28.2 million for the year ended 30 September 2021 (compared to 55.1 million for the year ended 30 September 2020). As a result of these restrictions, easyJet's entire fleet was grounded for commercial operations on 30 March

2020 until 15 June 2020 and subsequently the fleet was utilised on a reduced basis continually throughout the FY ended 30 September 2021. This has had a significant impact on easyJet's financial condition. Further or prolonged waves of COVID-19 infections and/or mutations could impact easyJet's markets, leading to travel or quarantine restrictions being reimposed at short-notice, which could have a material adverse effect on customer confidence, easyJet's operations and financial condition.

Further risks posed by a re-emergence of COVID-19 pandemic include ensuring the safety of easyJet's passengers and employees in line with evolving guidance, a risk of industrial action resulting from any potential consultations with trade unions, a more volatile market for aircraft transactions, risk of impairment of asset values and IT and information security risks resulting from a significant increase in employees working from home. Failure to manage these risks may result in disruption to operations, which could lead to a material adverse effect on easyJet's business and reputation. easyJet may also be exposed to suppliers experiencing financial difficulties, pressure on ticket prices depending on capacity and demand, further disruption of foreign exchange and aviation fuel markets and reduced demand for air travel, including as a result of a global economic downturn. The impact of such risks could have a material adverse effect on easyJet's business, results of operations, financial condition and prospects.

easyJet considers the re-emergence of the COVID-19 pandemic or the emergence of a similar health emergency to represent a stand-alone principal risk to its business. However, to the extent that the COVID-19 pandemic has adversely affected and may continue to adversely affect easyJet's operations and performance, it may heighten the impact of certain other risks, such as those relating to operational disruption, the execution of easyJet's commercial strategy and the continuity of services.

Notwithstanding the matters set out above, the Company would still be committed to purchase the Airbus aircraft under the 2022 Amendments, which could adversely affect the Group's ability to adjust capacity in response to any such increased costs and/or reduced customer demand. This could have a material adverse effect on the Group's business, results of operations, financial position and prospects.

Airlines are often affected by other factors beyond their control, including adverse weather conditions, a further outbreak of a contagious disease, terrorist incidents (or the threat of such incidents), catastrophic loss and major accidents or incidents

Like other airlines, the Company is subject to disruptions caused by factors beyond its control, including adverse weather conditions and other natural events, such as the ash cloud generated by the eruption of the Eyjafjallajökull volcano in Iceland in April and May 2010. Delays frustrate passengers, may affect the Company's reputation and may reduce aircraft utilisation as a result of flight cancellations and increase costs, all of which, in turn, affect profitability. In the event of fog, snow, rain, storms or other adverse weather conditions or natural events, flights may be cancelled or significantly delayed. A further outbreak of a contagious disease with the potential to become a pandemic could affect travel behaviour by reducing passenger traffic, either generally or to offered destinations.

Hijacking or other terrorist incidents anywhere in the world, or the threat of such incidents, can significantly harm public confidence in the airline industry, reduce passenger traffic or affect general political, economic or business conditions in ways that could result in reduced demand for airline transport services, increased costs or reduced passenger revenue. Whilst the Company's operations continue to be safe and secure, with multiple national regulators regularly conducting oversight activity across the company, security measures imposed on aviation as a whole, often following significant aviation industry events, have in the past disrupted and may potentially in the future disrupt the Company's business on a temporary or long-term basis.

In addition, the Company, like all airlines, is exposed to potential catastrophic losses in the event that any of the Group's aircraft (or type of aircraft within the Group's fleet) is subject to an accident or other catastrophe. This may involve not only the repair or replacement of damaged or lost aircraft and its consequent temporary or permanent loss from service, but also claims from injured passengers and survivors of deceased passengers. There can be no assurance that the amount of the Group's insurance coverage available in the event of such losses would be adequate to cover such losses, or that the Group would not be forced to bear substantial losses from such events, regardless of its insurance cover. Moreover, any aircraft accident or incident, even if fully insured, could create a public

perception that the Company is less safe or reliable than other airlines, which could cause passengers to lose confidence in the Company and switch to other airlines or other means of transportation.

Any of the above events could reduce demand for the Company's services and have a material adverse effect on the Group's business, results of operations, financial condition and/or prospects. Nevertheless, the Company would still be committed to purchase the Airbus aircraft under the 2022 Amendments, which could adversely affect the Group's ability to adjust capacity in response to any such reduced customer demand. This could have a material adverse effect on the Group's business, results of operations, financial position and prospects.

The airline industry is exposed to commodity price fluctuations

Fuel and carbon credit costs constitute a substantial proportion of easyJet's total operating expenses and have been, and are expected to remain, subject to significant price volatility. Prices for aviation fuels are influenced by a number of political and economic factors such as war or the threat of war (for example, the Ukraine-Russia conflict), refining capacity, sanctions and sudden disruptions in supply.

easyJet has a policy of hedging jet fuel up to 18 months out and aims to have on average c.60% of exposure hedged over the following 12 months. Even so, substantial increases in aviation fuel prices would significantly impact easyJet's fuel costs. If a significant proportion of easyJet's fleet is grounded, falls in the price of aviation fuel could lead to mark-to-market hedge losses which would not be offset by the cheaper cost of aviation fuel being used in operations.

If easyJet is exposed to sustained significant price volatility and/or increases in prices for aviation fuel and/or carbon credits, there can be no assurance that it will be able to offset such volatility and increases by passing these costs on to customers and/or through cost reductions and/or fuel hedging arrangements. In addition, easyJet cannot predict the movement of either short-term or long-term aviation fuel prices or carbon credits. Any such price volatility and/or increases in prices for aviation fuel or carbon credits could have a material adverse effect on easyJet's results of operations, financial condition and prospects.

Moreover, if the Resolution is not approved and the 2022 Amendments do not become effective, the Company will not be able to take advantage of the fuel efficiency of the Airbus aircraft, thereby exacerbating the potential material adverse effects of any fuel price fluctuations on the Company's business, financial condition and/or results of operations.

Like other airlines, the Company is exposed to climate risk and possible changes to environmental laws and regulations

Climate change has the potential to affect the Group's operations and broader business in a number of ways. In particular, if climate change results in more volatile weather, such as storms with greater frequency and intensity, this could disrupt the Group's operations by reducing handling capacity at airports and ground transport access, closing certain airspaces and runways, delaying or cancelling flights or damaging the Group's assets. Such events, which are becoming increasingly difficult to predict, would result in higher disruption costs and reduce revenue, as well as having an adverse effect on the Group's reputation and customer experience. Changes in wind patterns and jet stream disruption as a result of climate change are also recognised as having the potential to increase turbulence, which could result in damage to aircraft and injury to customers, negatively affecting the Group's customer satisfaction and retention and increasing maintenance costs.

Customer attitudes to environmental and climate issues may also change, and this may lead to a reduced demand for air travel and reputational consequences for less environmentally conscious airlines and the airline industry as a whole. For example, some prospective customers in recent periods have chosen other forms of transport or abstained from travel to reduce their environmental impact due to a trend sometimes referred to as "flight shame", which is related to increased awareness of environmental and climate issues. As a result of the high levels of carbon emission associated with the airline industry, "flight shame" may lead some consumers to cut down on flying and choose other forms of transportation, such as rail travel. The degree to which "flight shame" will increase is uncertain and presents a material risk to the Group's results of operations, brand and reputation.

The operations of the Group are concentrated across Europe where there is a significant and reliable rail network, particularly in continental Europe. If alternative modes of transport provide a more cost-effective and/or sustainable means of travel or there is a change in preference amongst airline travellers or government initiatives against using airlines in light of environmental factors, this could have a material adverse effect on the Group. Destinations may also become unattractive for visitors. Extreme weather events, rising temperatures and other physical impacts of climate change, such as flooding, drought, forest fires, heat waves, rising sea levels and reduced snow cover in ski destinations, could make certain destinations less desirable and impact customer demand.

In addition, the Group may incur additional costs as a result of increasingly stringent environmental regulations and expectations from the Group's customers and investors regarding the use of low or zero-emission carbon aviation technologies. There can be no assurance that such technologies will mature or become commercially viable.

The Company is subject to requirements to maintain majority share ownership and control by European Economic Area (including Swiss) Shareholders and a breach of these requirements could result in the Company losing its licence to operate in the European Union

Under Regulation (EC) No. 1008/2008 on common rules for the operation of air services in the European Community, an EU member state may only license an air carrier to operate airline services, and that air carrier may only maintain the relevant licence, if the majority of its share capital is owned, and the carrier is effectively controlled, directly or indirectly, by member states of the European Economic Area or their nationals (including Switzerland and Swiss nationals) ("**EU Nationals**") (the "**Ownership and Control Requirement**").

At the end of the Brexit transition period on 31 December 2020, UK nationals ceased to be EU Nationals. In order to mitigate the risk that the Company's subsidiary air operating companies which hold EU operating licences (the "**EU AOCs**") do not satisfy the Ownership and Control Requirement, the Company's Austrian EU AOC (the principal operating subsidiary of the Group in the EU) submitted plans on ownership and control to its competent licensing authority (the "**Remedial Plan**"). The Remedial Plan involves the implementation of mechanisms in the Company's Articles that allow the Company to take action, if necessary, to ensure that its EU AOCs continue to satisfy the Ownership and Control Requirement. easyJet UK Limited was not required to submit a remedial plan to its competent licensing authority in the United Kingdom, being the Civil Aviation Authority, as a result of existing arrangements in place under section 66 of the Civil Aviation Act 1982 which governs the retention charter and scheduled route licences (C/9 and S/9 respectively) that easyJet UK Limited holds. Section 66 of the Civil Aviation Act 1982 requires that the holder of a route licence be either a UK national, or a body which is controlled by UK nationals. In order for UK airlines, including easyJet UK Limited, to continue to hold a UK operating licence following the United Kingdom's departure from the European Union, they needed to demonstrate that their principal place of business was in the United Kingdom. easyJet UK Limited has satisfied these requirements.

The European Commission was also notified about the Remedial Plan by the applicable competent licensing authority. Whilst the Remedial Plan did not require European Commission approval, as with all EU operating licences, the European Commission has the right under EU law to investigate and, where appropriate, request the competent licensing authority to implement corrective measures. The applicable licensing authority has confirmed that implementation of the Remedial Plan would result in continued compliance with the Ownership and Control Requirement.

If the Company's EU AOCs fail to comply with the Ownership and Control Requirement and any remediation steps required by the European Commission, the Company could lose the ability to operate airline services in the EU, which could have a material adverse effect on the Company's operations, financial condition and prospects.

Notwithstanding the matters set out above, the Company would still be committed to purchase the Airbus aircraft under the 2022 Amendments, which could adversely affect the Group's ability to adjust capacity in response to any such action. This could have a material adverse effect on the Group's business, results of operations, financial position and prospects.

The risk factors listed above do not necessarily comprise all those risks faced by the Group, but are the ones judged as material by the Directors.

PART III

SUMMARY OF THE TERMS AND CONDITIONS OF THE PROPOSED PURCHASE

This Part III contains a summary of the principal terms of the Proposed Purchase.

1. INTRODUCTION

1.1 The 2013 Agreement

The Company and its wholly-owned subsidiary EACL entered into the 2013 Agreement (in its then current form) on 17 June 2013.

The 2013 Agreement formed part of “New Framework Arrangements” approved by the Company’s Shareholders in 2013, which comprised:

- (a) the exercise by EACL of purchase rights in respect of 35 A320 aircraft for delivery between 2015 and 2017 under the Company’s 2003 aircraft purchase agreement with Airbus (the “**Exercise of Option**”);
- (b) the purchase by EACL of 100 A320neo family aircraft for delivery between 2017 and 2022 and the grant of purchase rights in respect of a further 100 A320neo family aircraft pursuant to the 2013 Agreement;
- (c) a guarantee under which the Company agreed to guarantee EACL’s obligations under the 2013 Agreement (the “**PLC Guarantee**”); and
- (d) commitment letters under which potential engine suppliers agreed to offer certain credits to EACL to be applied against the purchase price payable for aircraft under the Exercise of Option and the 2013 Agreement (the “**Engine Commitment Letters**”).

The 2013 Agreement was amended 12 times prior to the Airbus Amendment. In particular:

- (a) under Amendment 2 to the 2013 Agreement dated 16 November 2015, EACL entered into an agreement with Airbus for: (i) the exercise of its purchase rights under the 2013 Agreement in respect of 30 A320neo family aircraft; and (ii) additional purchase rights for 30 A320neo family aircraft to replace those purchase rights being exercised on the terms and subject to the conditions set out therein;
- (b) under Amendment 6 to the 2013 Agreement dated 19 November 2018, EACL agreed with Airbus to: (i) defer the delivery dates of 18 A320neo family aircraft; (ii) convert 25 of EACL’s existing purchase rights in respect of A320 new aircraft into purchase options; and (iii) exercise its purchase rights resulting in firm orders in respect of 17 A320neo family aircraft on the terms and subject to the conditions set out therein;
- (c) under Amendment 10 to the 2013 Agreement, dated 16 June 2020, EACL and Airbus agreed deferrals to the delivery dates for 29 Airbus aircraft and agreed to extend the date by which EACL has to exercise its purchase options for 13 Airbus aircraft on the terms and subject to the conditions set out therein; and
- (d) under Amendment 11 to the 2013 Agreement dated 21 December 2020, EACL and Airbus agreed to: (i) amend the scheduled delivery months for 37 aircraft; (ii) record, as a result of the amended delivery schedule, adjustments to the previous pre-delivery payment schedule; (iii) change the aircraft in respect of which certain reconfirmation rights applied; and (iv) amend the basis on which the delivery dates for certain aircraft had previously been deferred on the terms and subject to the conditions set out therein.

1.2 The Airbus Amendment

Under the Airbus Amendment, EACL has agreed to exercise its purchase rights under the 2013 Agreement to purchase a further 56 A320neo family aircraft and to convert 18 A320neo family aircraft to 18 A321neo aircraft. EACL and Airbus have agreed the scope of certain purchase incentives which are to apply in respect of the Proposed Purchase and the price protection which is to apply in respect of those aircraft. The parties have further agreed to re-schedule the delivery dates for certain aircraft, amend and update their agreement in respect of the deferral of certain aircraft, make related changes to the price protection for those aircraft and amend and restate the delivery schedule under the 2013 Agreement. The parties have also agreed certain support to be

provided by Airbus in respect of both the 56 A320neo family aircraft to be purchased by EACL and a certain volume of leased A320 family aircraft introduced into EACL's fleet.

1.3 The CFM Agreement

Following approval of the Engine Commitment Letters by the Company's Shareholders, on 13 July 2014, EACL entered into an agreement with CFM pursuant to which EACL selected the LEAP-1A engine as the engine to be installed on the Airbus aircraft purchased pursuant to the 2013 Agreement (the "**CFM Agreement**").

Under the CFM Agreement, CFM agreed to provide EACL with substantial credits which are applied against the purchase price payable by EACL for each aircraft delivered to Airbus with a LEAP-1A engine under the 2013 Agreement (the "**CFM Concession**").

Under the CFM Agreement, the final calculation of the CFM Concession is subject to adjustments relating to price escalation by applying a formula reflecting increases in the published relevant labour and material indices between a base date and the contracted date of delivery of the aircraft or engine.

The CFM Agreement also contains warranties and guarantees concerning the performance of the LEAP-1A engines installed on the Airbus aircraft and certain other spare LEAP-1A engines.

1.4 The CFM Amendment

In order to maximise the value of the Airbus Amendment, the Company has made certain changes to the CFM Agreement. These changes have enhanced flexibility within the CFM Agreement to deliver additional benefits, namely: CFM Concessions continue to apply to aircraft purchased and supplied to Airbus under the Airbus Amendment past the original envisaged end date of the CFM Agreement; EACL has gained the flexibility to defer deliveries scheduled in calendar years 2027 and 2028 at a very substantially improved economic rate; the economic impact of delays in deliveries due to either CFM or Airbus production delays has been largely mitigated, allowing the Company to proceed with the Proposed Purchase, notwithstanding the current prevailing Airbus delivery constraints.

These improved terms have been secured by waiving some of the potential economic benefits that were contained in the CFM Agreement relating to the performance of the LEAP-1A engines. The Company has also agreed that if scheduled deliveries are deferred beyond calendar year 2028, it may incur slightly higher operating costs. In addition, in certain exceptional circumstances of significant delivery programme delays, higher ownership costs may be incurred. The improved terms will ensure that the Company is able to retain and enhance the flexibility of the CFM Agreement and that the CFM Concessions remain available if contracted deliveries are deferred. The Directors believe that this will add significant overall value to the 2022 Amendments because of the importance of retaining and enhancing delivery schedule flexibility. The 2022 Amendments enable the Company to largely mitigate the economic impact of delays in deliveries due to either CFM or Airbus production delays and allow the Company to proceed with the Proposed Purchase.

2. DELIVERY SCHEDULE AND TYPE FLEXIBILITY

Under the terms of the Proposed Purchase, the aircraft which EACL has agreed to purchase are scheduled for delivery as follows:

	<u>Delivered</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26 to FY29</u>
Purchase options exercised	0	0	0	0	0	6
Purchase rights exercised	0	0	0	0	0	50
Total	0	0	0	0	0	56
Total incremental deliveries	0	0	0	0	0	56
Total existing deliveries	58	1	7	18	26	61
Total deliveries post Airbus Amendment . . .	58	1	7	18	26	117
A321 conversions	0	0	0	3	3	12

The Airbus Amendments give EACL flexibility to modify the timing of a proportion of aircraft deliveries, and the right to convert any A320neo family aircraft to A321neo aircraft, provided appropriate notice is given to Airbus.

3. PRICE

Historically, aircraft manufacturers typically publish a list price for each model of aircraft, being the standard price a purchaser would expect to pay. This “list price” is referred to in all aircraft purchase contracts. The list price for any particular aircraft purchase depends on the precise specifications an airline requires for that aircraft. The list price for each Airbus aircraft consists of the airframe list price, the sum of the prices of any SCNs and the engine list price. SCNs customise the standard Airbus specification for the Airbus aircraft to the specification required by EACL for its Airbus A320neo family aircraft.

The following table sets out the 2018 aircraft average list price (being the sum of the airframe list price, engine list price and the price of certain assumed SCNs) for each Airbus aircraft.

<u>Aircraft</u>	<u>Total (USD) based on January 2018 average list prices</u>
New generation A319neo aircraft	USD101.5 million
New generation A320neo family aircraft	USD110.6 million
New generation A321neo aircraft	USD129.5 million

The list prices for the airframe and the engines, along with any SCNs, remain subject to price escalation by applying a formula reflecting increases in the published relevant labour and material indices between the time the list price was set and the delivery of such aircraft.

Under the 2013 Agreement, EACL is responsible for the payment of any taxes (including VAT) but is not liable for taxes relating to the manufacture of the aircraft in, inter alia, France and/or Germany, which will be payable by Airbus. The final list price of each Airbus aircraft is subject to increases resulting from changes in the relevant specifications.

Airbus has granted very substantial price concessions to EACL with regard to the Airbus aircraft. The price concessions take the form of credit memoranda which EACL may apply towards the purchase of goods and services from Airbus or towards payments in respect of the purchase of the Airbus aircraft.

Airbus has also agreed to give EACL certain allowances as well as providing other goods and services to EACL on concessionary terms. As a result, the effective price of each Airbus aircraft will be very substantially below the list price mentioned above.

The prices set out above are exclusive of: (i) the cost of certain “Buyer-furnished” equipment which EACL has asked Airbus to install on each of Airbus aircraft; and (ii) taxes.

EACL does not pay CFM for the CFM Concession. Rather, CFM has granted the CFM Concession to incentivise easyJet to choose CFM aircraft engines as part of the purchase of Airbus aircraft, and these concessions form part of the overall price paid for the aircraft.

4. PAYMENT TERMS

Under the Airbus Amendment, EACL is required to make certain pre-delivery payments to Airbus. These pre-delivery payments are calculated as a percentage of the aircraft reference price and are payable at fixed times prior to the scheduled delivery date of an aircraft. The balance of the aircraft purchase price becomes payable upon delivery of the aircraft.

5. SUPPORT

In addition to manufacturing and delivery of the Airbus aircraft, under the Airbus Amendment, Airbus agrees to provide various ancillary goods and services to EACL both prior to delivery of the aircraft and throughout the period when EACL operates them. These ancillary goods and services include operations and field service engineering, technical support and training, spare parts support, training of easyJet’s flight crews in the operation of the aircraft and the provision of technical manuals and software and other materials (including subsequent revisions) with respect to each aircraft.

Under the Airbus Amendment, Airbus also provides EACL with enhanced airframe and spare part warranties (including warranties against defects and design, materials or workmanship and a warranty that the aircraft will comply with the agreed specifications).

Airbus also agrees to indemnify EACL against any intellectual property infringement claims that may be brought against EACL in respect of the aircraft.

There are also certain performance guarantees which Airbus has provided under the terms of the Airbus Amendment relating to matters such as fuel efficiency.

Under the CFM Agreement, CFM has agreed to provide EACL with product support in respect of the CFM LEAP-1A engines installed on EACL's A320neo family aircraft and certain spare LEAP 1-A engines which EACL has agreed to purchase under the CFM Agreement.

The product support is based upon CFM's product support plan which contains warranties from CFM in respect of the performance of LEAP 1-A engines. EACL and CFM have further agreed the terms of certain specific performance guarantees which apply to the performance of LEAP 1-A engines operated by EACL.

CFM also agrees to indemnify EACL against any intellectual property infringement claims that may be brought against EACL in respect of installed and spare engines and parts.

6. TERMINATION AND ASSIGNMENT

Either party may terminate all or part of the 2013 Agreement if the other party becomes insolvent or is subject to insolvency procedures. If any scheduled delivery of an Airbus aircraft is delayed for more than 12 months after the scheduled month of delivery because of an excusable delay (being a delay due to causes outside of Airbus' control), either party will have the right to terminate the 2013 Agreement with respect to the affected aircraft.

If delivery of any Airbus aircraft is delayed for a reason other than an excusable delay or the total loss of an aircraft, Airbus is obliged to pay liquidated damages to EACL at a fixed daily rate limited to the maximum agreed amount. If EACL were to terminate all or part of the 2013 Agreement following such a delay, the liquidated damages may be the sole remedy available to EACL.

Airbus may terminate all or part of the 2013 Agreement for, among other reasons, non-payment by EACL of pre-delivery payments or failure to take delivery of an Airbus aircraft.

The 2013 Agreement also provides that the rights and obligations of the parties may not (subject to certain exceptions) be assigned or transferred without the consent of the non-transferring party, which shall not be unreasonably withheld.

The termination rights described above are without prejudice to either party's rights and remedies available at law, for instance, a claim for damages or breach of contract.

Either CFM or EACL may withhold performance under the CFM Agreement if the other party becomes subject to a bankruptcy or insolvency reorganisation. If satisfactory assurances as to continued performance is not provided by the defaulting party then the CFM Agreement and all purchase orders under it are cancelled. The CFM Agreement also provides a specific cancellation right where any receiver is appointed on an insolvency or where any party makes a general assignment for the benefit of creditors.

The CFM Agreement also provides that the rights and obligations of the parties may not (subject to certain exceptions) be assigned or transferred without the consent of the non-transferring party.

7. PLC GUARANTEE

The PLC Guarantee continues to apply to the 2013 Agreement and the Airbus Amendment, and the Company therefore guarantees EACL's financial and performance obligations to Airbus under the Proposed Purchase.

PART IV

ADDITIONAL INFORMATION

1. RESPONSIBILITY

The Company and the Directors, whose names appear in paragraph 4 of this Part IV, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. SERVICE CONTRACTS

Details of the Director service contracts and non-executive Director letters of appointment are disclosed on pages 141, 142 and 151 of the easyJet Annual Report and Accounts 2021 incorporated by reference into this document, and there have been no further changes up to the date of this document.

3. RELATED PARTY TRANSACTIONS

Save as disclosed on pages 212 and 218 of the easyJet Annual Report and Accounts 2021 incorporated by reference into this document, no member of the Group has entered into any related party transactions up to the date of this document.

4. DIRECTORS' AND SENIOR MANAGERS' INTERESTS

Save as disclosed in this paragraph 4, none of the Directors, Senior Managers nor their immediate families or connected persons have any interests (beneficial or non-beneficial) in the share capital of the Group or its subsidiaries.

The Directors and the Senior Managers have the following interests in Ordinary Shares (including beneficial interests or interests of a person connected with a Director or a Senior Manager) as at the Latest Practicable Date.

Directors	Number of Ordinary Shares	Percentage of total issued share capital as at 23 June 2022
Stephen Hester	120,000	0.016
Johan Lundgren	66,713	0.009
Kenton Jarvis ⁽¹⁾	15,282	0.002
Julie Southern	8,968	0.001
Dr Andreas Bierwirth	8,715	0.001
Catherine Bradley CBE	6,000	0.001
Nicholas Leeder	3,847	0.001
Moni Mannings	4,351	0.001
David Robbie	16,596	0.002
Senior Managers		
Peter Bellew	20,479	0.003
Ella Bennett ⁽¹⁾	1,390	0.00
Stuart Birrell	—	0.00
Maike de Bie ⁽¹⁾	11,447	0.002
Sophie Dekkers	1,731	0.00
Thomas Haagensen	2,350	0.00
Garry Wilson ⁽¹⁾	23,807	0.003
	<u>311,676</u>	<u>0.041</u>

(1) Includes shares held under the UK SIP.

Taken together, the combined percentage interest of the Directors and the Senior Managers in voting rights in respect of the issued ordinary share capital of the Company as at the Latest Practicable Date was approximately 0.041%.

The Directors and the Senior Managers have no interest in the shares of the Company's subsidiaries.

In addition to the interests in the share capital of the Company described above in this paragraph 4, the following awards and options have been granted to Directors and Senior Managers which remain outstanding as at the Latest Practicable Date.

Director/ Senior Manager	Plan	Date of Original Grant/Award	Option Exercise Price (if any)	Number of Options/ Shares Outstanding	Vesting Date and Exercise Period
<u>Directors</u>					
Johan Lundgren ⁽¹⁾	LTIP	19 December 2019	—	153,770	19 December 2022 – 19 December 2029
	LTIP	29 December 2020	—	254,621	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	129,334	19 December 2024 – 16 February 2032
	DSBP	19 December 2018	—	36,775	19 December 2021 – 19 December 2028
	DSBP	19 December 2019	—	6,273	19 December 2022 – 19 December 2029
	UK Sharesave	14 June 2019	£6.75	1,865	1 August 2022 – 1 February 2023
Kenton Jarvis	LTIP	20 May 2021	—	159,803	29 December 2023 – 20 May 2031
	RSP	16 February 2022	—	72,706	19 December 2024 – 16 February 2032
	UK Sharesave	20 July 2021	£6.42	1,963	1 September 2024 – 1 March 2025
<u>Senior Managers</u>					
Peter Bellew	LTMSPP	29 December 2020	—	67,440	29 December 2023 – 29 December 2030
	Restricted Stock Awards ⁽²⁾	29 December 2020	—	67,440	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	68,512	19 December 2024 – 16 February 2032
Ella Bennett ⁽¹⁾	LTMSPP	19 December 2019	—	40,210	19 December 2022 – 19 December 2029
	LTMSPP	29 December 2020	—	33,293	29 December 2023 – 29 December 2030
	Restricted Stock Awards ⁽²⁾	29 December 2020	—	33,293	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	33,821	19 December 2024 – 16 February 2032
	DSBP	19 December 2018	—	2,555	19 December 2021 – 19 December 2028
	DSBP	19 December 2019	—	805	19 December 2022 – 19 December 2029
	UK Sharesave	14 June 2019	£6.75	1,865	1 August 2022 – 1 February 2023
	UK Sharesave	24 July 2020	£5.60	964	1 September 2023 – 1 March 2024
Stuart Birrell	LTMSPP	29 December 2020	—	30,967	29 December 2023 – 29 December 2030
	Restricted Stock Awards ⁽²⁾	29 December 2020	—	30,967	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	31,549	19 December 2024 – 16 February 2032
	UK Sharesave	20 July 2021	£6.42	1,963	1 September 2024 – 1 March 2025
Sophie Dekkers ⁽¹⁾	LTMSPP	17 December 2013	—	1,354	17 December 2016 – 17 December 2023
	LTMSPP	19 December 2014	—	764	19 December 2017 – 19 December 2024
	LTMSPP	19 December 2016	—	5,894	19 December 2019 – 19 December 2026

Director/ Senior Manager	Plan	Date of Original Grant/Award	Option Exercise Price (if any)	Number of Options/ Shares Outstanding	Vesting Date and Exercise Period
	LTMSP	19 December 2019	—	7,133	19 December 2022 – 19 December 2029
	LTMSP	29 December 2020	—	27,871	29 December 2023 – 29 December 2030
	Restricted Stock Awards	29 December 2020	—	27,871	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	44,742	19 December 2024 – 16 February 2032
	UK Sharesave	20 July 2021	£6.42	1,963	1 September 2024 – 1 March 2025
Maaïke de Bie	Restricted Stock Awards ⁽²⁾	17 September 2019	—	10,784	30 June 2020 – 17 September 2029
	Restricted Stock Awards ⁽²⁾	17 September 2019	—	8,329	30 June 2021 – 17 September 2029
	LTMSP	19 December 2019	—	44,509	19 December 2022 – 19 December 2029
	LTIP	29 December 2020	—	40,537	29 December 2023 – 29 December 2030
	Restricted Stock Awards ⁽²⁾	29 December 2020	—	40,537	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	41,180	19 December 2024 – 16 February 2032
	DSBP	19 December 2019	—	292	19 December 2022 – 18 December 2029
	UK Sharesave	24 July 2020	£5.60	2,249	1 September 2023 – 1 March 2024
	UK Sharesave	20 July 2021	£6.42	840	1 September 2024 – 1 March 2025
Thomas Haagensen ⁽¹⁾ .	LTMSP	18 December 2012	—	13,039	18 December 2015 – 18 December 2022
	LTMSP	17 December 2013	—	3,773	17 December 2016 – 17 December 2023
	LTMSP	19 December 2014	—	1,585	19 December 2017 – 19 December 2024
	Restricted Stock Award	19 December 2016	—	12,396	19 December 2018 – 19 December 2026
	LTMSP	19 December 2016	—	13,760	17 December 2019 – 17 December 2026
	LTMSP	19 December 2019	—	35,078	19 December 2022 – 19 December 2029
	LTMSP	29 December 2020	—	35,218	29 December 2023 – 29 December 2030
	Restricted Stock Awards ⁽²⁾	29 December 2020	—	35,218	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	33,997	19 December 2024 – 16 February 2032
	DSBP	19 December 2018	—	2,033	19 December 2021 – 18 December 2028
	DSBP	19 December 2019	—	701	19 December 2022 – 18 December 2029
Garry Wilson	LTMSP	19 December 2019	—	59,346	19 December 2022 – 19 December 2029
	LTMSP	29 December 2020	—	49,135	29 December 2023 – 29 December 2030
	Restricted Stock Awards ⁽²⁾	29 December 2020	—	49,135	29 December 2023 – 29 December 2030
	RSP	16 February 2022	—	49,916	19 December 2024 – 16 February 2032
	DSBP	19 December 2019	—	4,084	19 December 2022 – 18 December 2029
	UK Sharesave	14 June 2019	£6.75	1,865	1 August 2022 – 1 February 2023

Director/ Senior Manager	Plan	Date of Original Grant/Award	Option Exercise Price (if any)	Number of Options/ Shares Outstanding	Vesting Date and Exercise Period
	UK Sharesave	20 July 2021	£6.42	840	1 September 2024 – 1 March 2025

(1) Includes shares/options originally awarded plus any dividend equivalents subsequently added.

(2) Restricted Stock Awards are granted as nil cost options under the LTMS, subject to continued employment only, without performance conditions applying.

5. MAJOR INTERESTS IN SHARES

In so far as it is known to the Company as at the Latest Practicable Date, the following persons were directly or indirectly interested (within the meaning of the Companies Act 2006) in 3% or more of the Company's issued share capital:

Name of Shareholder	Number of Ordinary Shares⁽¹⁾	Percentage of total issued share capital as at 23 June 2022
Haji-loannou Family Concert Party ⁽²⁾	115,737,821	15.27
Société Générale	33,384,779	4.40
	<u>149,122,600</u>	<u>19.67</u>

(1) Based on the total number of Ordinary Shares in issue as at the Latest Practicable Date, which was 758,010,025 Ordinary Shares of £0.272857 each.

(2) Consisting of easyGroup Holdings Limited (holding vehicle for Sir Stelios Haji-loannou and Clelia Haji-loannou) and Polys Haji-loannou (through his holding vehicle Polys Holdings Limited). easyGroup Holdings Limited is a company incorporated under the laws of Monaco whose registered office is at Le Ruscino, 14 Quai Antoine 1er, MC 98000 Monaco. easyGroup Holdings Limited is controlled by Sir Stelios Haji-loannou and Clelia Haji-loannou. Polys Holding Limited is a registered private company incorporated under the laws of Jersey and whose registered office is at 1 Waverley Place, Union Street, St Helier, Jersey JE4 8SG. Polys Holdings Limited is controlled by Polys Haji-loannou.

Save as disclosed above, the Directors are not aware of any interest which will represent an interest in the Company's share capital or voting rights which is notifiable under the Disclosure Guidance and Transparency Rules.

The Company is not aware of any persons, who, as at the Latest Practicable Date, directly or indirectly, jointly or severally exercise or could exercise control over the Company, nor are they aware of any arrangements the operation of which may at a subsequent date result in a change in control over the Company.

There are no differences between the voting rights enjoyed by the Shareholders described in this paragraph 5 and those enjoyed by any other holder of Ordinary Shares.

6. MATERIAL CONTRACTS

No contracts have been entered into (other than contracts entered into in the ordinary course of business) by the Company or any member of the Group either: (i) within the period of two years immediately preceding the date of this document, which are or may be material to the Group; or (ii) which contain any provisions under which any member of the Group has any obligation or entitlement which is, or may be, material to the Group as at the date of this document, save for the following:

- 6.1 The 2013 Agreement and the Airbus Amendment which are summarised in Part III: *Summary of the Terms and Conditions of the Proposed Purchase* of this document.
- 6.2 The CFM Agreement and the CFM Amendment which are summarised in Part III: *Summary of the Terms and Conditions of the Proposed Purchase* of this document.
- 6.3 The Amended Brand Licence which is summarised on page 107: "*Brand Licence*" of the 2022 EMTN Prospectus.

6.4 Euro Medium Term Note Programme

On 7 January 2016, the Company established a Euro Medium Term Note Programme (the “**EMTN Programme**”) under which the payment obligations of the Company, as issuer, were unconditionally and irrevocably guaranteed by EACL. On 10 February 2021, the EMTN Programme was amended to include easyJet FinCo B.V. as an additional issuer and an additional guarantor. The EMTN Programme provides the Company and easyJet FinCo B.V. with a standardised documentation platform to allow for senior unsecured debt to be issued in the Eurobond markets (the “**Notes**”). All payment obligations of the Company, in its capacity as issuer of Notes, under the EMTN Programme are, jointly and severally, unconditionally and irrevocably guaranteed by easyJet FinCo B.V. and EACL. All payment obligations of easyJet FinCo B.V., in its capacity as issuer of Notes, under the EMTN Programme are, jointly and severally, unconditionally and irrevocably guaranteed by the Company and EACL. As at the date of this document the maximum aggregate nominal amount of all Notes from time to time outstanding under the EMTN Programme is £4,000 million.

As at the date of this document, the following Notes remain outstanding under the EMTN Programme:

- February 2016: €500 million Notes issued by the Company and guaranteed by EACL, paying an annual fixed coupon of 1.75% and maturing in February 2023, unless redeemed, purchased or cancelled prior thereto;
- October 2016: €500 million Notes issued by the Company and guaranteed by EACL, paying an annual fixed coupon rate of 1.125% and maturing in October 2023, unless redeemed, purchased or cancelled prior thereto;
- June 2019: €500 million Notes issued by the Company and guaranteed by EACL, paying an annual fixed coupon rate of 0.875% and maturing in June 2025, unless redeemed, purchased or cancelled prior thereto; and
- February 2021: €1,200 million Notes issued by easyJet FinCo B.V. and guaranteed, on a joint and several basis, by the Company and EACL, paying an annual fixed coupon rate of 1.875% and maturing in March 2028, unless redeemed, purchased or cancelled prior thereto.

The principal amount outstanding under the Notes is €2,700 million. The terms of the abovementioned outstanding Notes contain a customary form negative pledge, events of default and a holder put right at par on the occurrence of a change of control that also results in a ratings downgrade, as more fully described in the terms and conditions of the Notes. In addition, the relevant issuer of the Notes may call the relevant Notes in certain circumstances.

6.5 UK Export Finance Facility

On 8 January 2021, EACL entered into a five-year secured term loan facility of up to USD1,870 million (the “**Facility**”) provided by a syndicate of banks and supported by a partial guarantee from UK Export Finance (“**UKEF**”) under UKEF’s Export Development Guarantee scheme. EACL’s obligations under the Facility are guaranteed by the Company. The Facility is secured against a portion of EACL’s fleet of Airbus A320 aircraft. The interest rate payable by EACL on any amounts drawn under the Facility is LIBOR plus 2.75% per annum.

The Facility contains certain restrictive covenants, including with respect to dividend payments, which are compatible with the Company’s existing dividend policy, executive director remuneration, which is consistent with the Company’s existing remuneration policy, and material or non-ordinary course transactions, which is compatible with the Company’s current strategy and financial policy review. The Facility does not contain any financial covenants. In the event of a breach of the covenants contained in the Facility, subject to certain exceptions, an event of default would be triggered and the agent would be entitled to accelerate the loan and direct the security agent to enforce the security. An initial drawdown of USD1,050 million (the “**Initial Drawdown**”) was made under the Facility on 22 January 2021, leaving USD820 million of the Facility undrawn. The proceeds of the Initial Drawdown were used, in part, to prepay in full EACL’s USD500 million secured revolving credit facility and two secured term loans of approximately £400 million in aggregate. EACL repaid USD100 million on 7 April 2022 and therefore the outstanding borrowing under the Facility is USD950 million as at the date of this document.

6.6 New Revolving Credit Facility

On 9 September 2021, EACL as borrower entered into a USD400 million revolving credit facility (the “**New Revolving Credit Facility**”). EACL’s obligations under the New Revolving Credit Facility are guaranteed by the Company. Loans made under the New Revolving Credit Facility will be secured against a portion of EACL’s fleet of Airbus A320 family aircraft.

Advances under the New Revolving Credit Facility may be used for general corporate purposes. The rate of interest on each loan made under the New Revolving Credit Facility is the aggregate of the margin of 1.5% per annum and LIBOR (which will automatically switch to a risk-free rate for USD in 2023, following Loan Market Association and market conventions).

The loans made under the New Revolving Credit Facility are available until the date that is four years after the date of the New Revolving Credit Facility, subject to EACL having the option to extend the availability of the loans by up to two extensions, each for a period of one year. EACL has the right to voluntarily prepay any part of a loan under the New Revolving Credit Facility prior to the termination date. The New Revolving Credit Facility does not contain any financial covenants and was undrawn as at the date of this document.

The New Revolving Credit Facility is governed by English law.

7. LEGAL AND ARBITRATION PROCEEDINGS

7.1 General

Save as set out below, there are no, nor have there been any, governmental, legal or arbitration proceedings (nor is the Company aware of any such proceedings which are pending or threatened) during the last 12 months which may have, or have had in the recent past, a significant effect on easyJet and/or the Group’s financial position or profitability.

7.2 Cyber-attack on the Group’s customer databases

On 19 May 2020, the Group announced that it had been the target of a highly sophisticated cyber-attack which compromised the email addresses and travel details of approximately nine million customers. A small subset of 2,208 customers had their payment card details accessed.

As soon as the Group became aware of potential unusual activity on some of its systems, it took immediate steps to respond and manage the incident, including launching an investigation with the support of leading experts and informing the National Cyber Security Centre. Investigations revealed that the Group was the victim of a cyber-attack and the Group notified the Information Commissioner’s Office (“ICO”). Customers whose payment card details were accessed were notified in April 2020. In May 2020, out of an abundance of caution, the Group sent notifications to the approximately nine million customers email addresses affected by the cyber-attack.

The ICO has opened an investigation into the cyber-attack. The ICO’s investigation remains ongoing and no provisions have been recognised in the Group’s accounts to date. A class action law firm has also filed a group claim against the Company in the High Court of England and Wales and claims have also been commenced or threatened in certain other courts and jurisdictions. The likely outcome and potential impact on the Group of the investigation by the ICO, group action and other claims are subject to a number of significant uncertainties and therefore the Group is unable to assess the likely outcome or quantum of the claims at today’s date.

8. WORKING CAPITAL

The Company is of the opinion that, taking into account its existing available facilities and existing cash resources, the Group has sufficient working capital for its present requirements; that is, for at least the 12 months following the date of this document.

9. SIGNIFICANT CHANGE

Save as set out below regards financial performance, there has been no significant change in the financial position or financial performance of the Group since 31 March 2022, being the end of the last financial period for which financial information has been published.

On 20 June 2022, easyJet published a trading update highlighting that the Company's operations have seen challenges resulting from air traffic control delays and staff shortages in ground handling and at airports, resulting in increased aircraft turnaround times and delayed departures which have a knock-on effect resulting in flight cancellations. A very tight labour market for the whole ecosystem including crew, compounded by increased identification check times also reduced planned resilience further. This has been reflected in the flight caps announced recently at two of EasyJet's largest airports, London Gatwick and Amsterdam. In response to these caps and in order to build additional resilience, easyJet is proactively consolidating a number of flights across affected airports. This provides customers with advance notice and the potential to rebook onto alternative flights.

As a result of these pre-emptive actions, easyJet now expects its Q3 capacity, to 30 June 2022, to be around 87% of FY19 levels, and Q4 capacity, to 30 September 2022, to be around 90% of FY19 levels. There will be a cost impact from disruption, coupled with the enhanced resilience easyJet is putting in place this summer, from additional wet leased aircraft, crew costs and airport charges. easyJet will therefore exceed the previously provided operating cost ex fuel guidance, however the Company believes that these capacity/cost impacts are a one-off this summer and expects all parties to build greater resilience in time for 2023 peak periods.

10. INFORMATION INCORPORATED BY REFERENCE

10.1 The following information has been incorporated into this document by reference:

<u>Information incorporated by reference</u>	<u>Where incorporated in this document</u>	<u>Page</u>
easyJet Annual Report and Accounts 2021 . . .	Paragraph 2 of this Part IV	141, 142 and 151
easyJet Annual Report and Accounts 2021 . . .	Paragraph 3 of this Part IV	212 and 218
"Brand Licence" of the 2022 EMTN Prospectus	Paragraph 6.3 of this Part IV	107

The sections of the 2022 EMTN Prospectus and easyJet Annual Report and Accounts 2021 not being incorporated by reference herein are either not relevant for Shareholders' consideration of the Proposed Purchase or are covered elsewhere in this document.

10.2 The information referred to in paragraph 10.1 of this Part IV can be accessed by Shareholders at <https://corporate.easyjet.com/investors>.

10.3 Information that is itself incorporated by reference or referred or cross-referred to in the documents listed in paragraph 10.1 of this Part IV is not incorporated by reference into this document. Except as set forth in paragraph 10.1 of this Part IV, no other sections of these documents are incorporated by reference into this document.

11. CONSENTS

BNPP has given, and not withdrawn, its written consent to the inclusion in this document of the references to its name in the form and context in which it is included or referenced.

12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection during normal business hours on weekdays (Saturdays, Sundays and public holidays excepted) at the registered office of the Company, Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF, United Kingdom and, other than the Airbus Amendment, CFM Amendment, 2013 Agreement (in its original form) and Amendments 2, 6, 10 and 11 and the CFM Agreement, will also be made available on the Company's website at <https://corporate.easyjet.com/investors> from the date of this document up to and including the conclusion of the GM:

- (a) the Articles;
- (b) the easyJet Annual Report and Accounts 2021;
- (c) the Half Year Results Announcement;
- (d) the written consent referred to in paragraph 11 above;
- (e) the Airbus Amendment (with certain commercially sensitive terms redacted);

- (f) the CFM Amendment (with certain commercially sensitive terms redacted);
- (g) the 2013 Agreement (in its original form) and Amendments 2, 6, 10 and 11 (with certain commercially sensitive terms redacted);
- (h) the CFM Agreement (with certain commercially sensitive terms redacted); and
- (i) this document.

Dated: Monday, 27 June 2022

PART V

DEFINITIONS

“2013 Agreement”	the contract dated 17 June 2013 and made between EACL and Airbus in respect of the purchase, and the grant of purchase rights in respect of new generation A319 aircraft, new generation A320 aircraft and the new generation A321 aircraft (as amended);
“2022 Amendments”	the Airbus Amendment and the CFM Amendment;
“2022 EMTN Prospectus”	the prospectus published by the Company on 11 February 2022 in respect of the £4,000,000,000 Euro Medium Term Note Programme;
“Airbus”	Airbus S.A.S., a French simplified stock corporation (société par actions simplifiée), registered with the Trade and Companies Registry of Toulouse (France) under No. 383 474 814 and having its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France;
“Airbus Amendment”	the conditional amendment agreement dated 20 June 2022 to the 2013 Agreement relating to the Proposed Purchase and described in Part III of this document;
“Amended Brand Licence”	the agreement dated October 2010 and made between the Company and easyGroup, a wholly owned subsidiary of easyGroup Holdings Limited in which easyJet’s founder, Sir Stelios Haji-Ioannou, holds a beneficial interest, in respect of the licensing of the easyJet brand;
“Articles”	the articles of association of the Company;
“BNPP”	BNP PARIBAS, London Branch, sponsor and adviser to the Company;
“Board” or “Directors”	the board of directors of the Company, whose names appear on page 5 of this document;
“CFM”	CFM International, S.A.;
“CFM Agreement”	the agreement dated 13 July 2014 and made between EACL and CFM under which CFM agreed to supply Airbus with aircraft engines for the aircraft delivered under the 2013 Agreement (as amended);
“CFM Amendment”	the conditional amendment agreement dated 20 June 2022 to the CFM Agreement;
“Company” or “easyJet”	easyJet plc, a public limited company incorporated in England and Wales with registered number 03959649;
“CREST”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear UK & International Limited is the operator (as defined in the CREST Regulations);
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time;
“Disclosure Guidance and Transparency Rules”	the disclosure guidance and transparency rules published by the FCA in accordance with section 73A of FSMA;
“easyJet Annual Report and Accounts 2021”	the annual report and financial statements of the Group for the year ended 30 September 2021;
“Equiniti” or “Registrar”	Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom;
“EU” or “European Union”	the European Union;
“Financial Conduct Authority” or “FCA”	the Financial Conduct Authority of the United Kingdom;

“Financial Services and Markets Act 2000” or “FSMA”	the United Kingdom Financial Services and Markets Act 2000, as amended;
“Form of Proxy”	the form of proxy enclosed with this document, for use by Shareholders in connection with the GM;
“GM”	the general meeting of the Company to be held at 10.00 a.m. on Wednesday, 20 July 2022 at Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF, United Kingdom, the notice of which is set out at the end of this document;
“Group”	the Company and each of its subsidiaries, associates and joint ventures;
“Half Year Results Announcement”	the interim financial statements of the Group for the six months ended 31 March 2022;
“Latest Practicable Date”	23 June 2022, being the latest practicable date prior to publication of this document;
“Listing Rules”	the listing rules published by the FCA in accordance with 73A of FSMA;
“Notice of GM”	the notice of GM at the end of this document;
“Ordinary Shares”	ordinary shares in the capital of the Company which have a nominal value of 1p each;
“Proposed Purchase”	the proposed exercise by EACL of its purchase rights under the 2013 Agreement to purchase a further 56 A320neo family aircraft and convert 18 A320neo family aircraft to 18 A321neo aircraft pursuant to the Airbus Amendment and the CFM Amendment;
“Prospectus Regulation Rules”	the rules for the purposes of Part IV FSMA in relation to the offers of securities to the public and the admission of securities to trading on a regulated market;
“Resolution”	the resolution to be proposed at the GM;
“SCNs”	the specification change notices pursuant to which the Company notifies Airbus of the precise specifications it requires for the aircraft it is acquiring;
“Senior Managers”	the senior managers of the Company, whose names appear on page 5 of this document;
“Shareholders”	holders of Ordinary Shares in the Company;
“Sterling” or “£”	the current lawful currency of the United Kingdom; and
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland.

NOTICE OF GENERAL MEETING

easyJet plc

(Incorporated in England and Wales with registered number 03959649)

NOTICE IS HEREBY GIVEN that a general meeting of the Company will be held at 10.00 a.m. on Wednesday, 20 July 2022 at Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF, United Kingdom to consider and, if thought fit, pass the following ordinary resolution:

ORDINARY RESOLUTION

THAT the Proposed Purchase pursuant to the 2022 Amendments, each as defined and described in the circular to Shareholders of the Company dated Monday, 27 June 2022, of which this Notice of GM forms part, be and is hereby approved for the purposes of Chapter 10 of the Listing Rules of the Financial Conduct Authority and that the Directors (or any duly authorised committee of the Directors) be and are hereby authorised to: (a) do all things as may be necessary or desirable to complete or give effect to or otherwise in connection with or incidental to the Proposed Purchase and the 2022 Amendments; and (b) agree to such modifications, variations, revisions, waivers or amendments to the 2022 Amendments, provided such modifications, variations, revisions, waivers or amendments are not material, in either such case as they may in their absolute discretion think fit.

By order of the Board

Maaïke de Bie

Company Secretary

Monday, 27 June 2022

Registered office: Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF, United Kingdom.
Registered in England and Wales with registered number 03959649.

Important notes regarding your general rights as a Shareholder and your right to appoint a proxy and voting can be found on pages 39 to 43.

Notes:

Part 1

The following notes explain your general rights as a Shareholder and your rights to attend and vote at the GM or to appoint someone else to vote on your behalf.

Eligibility to attend and vote at the GM

1. Shareholders are welcome to attend and vote at the GM in person. The Company is also offering facilities for Shareholders to vote at the GM electronically and to attend by conference call to ask questions in real time should they wish to do so. Further details are set out in Part 2 of the notes on pages 41 to 42 of this document.
2. The Board will keep the situation under review and may need to make further changes to the arrangements relating to the GM, including how it is conducted, and Shareholders should therefore continue to monitor the Company's website (<https://corporate.easyjet.com/investors>) and announcements for any updates.
3. To be entitled to vote at the GM, whether electronically or by proxy, members must be registered in the register of members of the Company at 6.30 p.m. on Monday, 18 July 2022 (or, if the GM is adjourned, at 6.30 p.m. on the date that is two days (excluding non-working days) prior to the adjourned GM) and such shares must not be subject to an Affected Share Notice (as defined in Part 3 of the notes below) as set out more fully in Part 3 of the notes on page 43 of this document. Changes to entries on the register of members after 6.30 p.m. on Monday, 18 July 2022 (or, if the GM is adjourned, at 6.30 p.m. on the date that is two days (excluding non-working days) prior to the adjourned GM) shall be disregarded in determining the rights of any person to attend or vote (and the number of votes they may cast) at the GM or adjourned GM.

Entitlement to appoint a proxy

4. **Shareholders are strongly encouraged to vote on the Resolution in advance of the GM by completing an online proxy appointment form appointing the Chair of the meeting as your proxy and to register any questions in advance.** Details of how to appoint the Chair of the meeting as your proxy using the Form of Proxy are set out on the Form of Proxy and in its notes.
5. A member entitled to vote at the GM may appoint one or more persons (who need not be members) as their proxy or proxies to exercise all or any of their rights to vote at the GM. A member can appoint more than one proxy in relation to the GM, provided that each proxy is appointed to exercise the rights attaching to a different share or shares held by them.
6. A proxy need not be a member of the Company but must attend the GM either electronically or in person to represent you. Appointing a proxy does not preclude you from participating in the GM electronically or attending the GM and voting in person on any matters in respect of which the proxy or proxies is or are appointed. In the event that you are able to, and to the extent that you personally vote your shares, your proxy shall not be entitled to vote and any vote cast by your proxy in such circumstances shall be ignored.
7. Shareholders are encouraged to submit their voting instructions and Form of Proxy as soon as possible, even if they might intend to participate electronically or to attend the GM in person. Details on how to do this are set out below.

Corporate representatives

8. A member of the Company which is a corporation may authorise a person or persons to act as its representative(s) at the GM. In accordance with the provisions of the Companies Act 2006, each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of the Company, provided that they do not do so in relation to the same shares.

Access to electronic voting facility

9. Should you wish to vote electronically at the meeting using the technology provided by Lumi, please refer to the detailed information in Part 2 of the notes on pages 41 to 42 of this document. If your investment is not held in your name on the register of members (i.e. it is held in a broker account or by a custodian), it will be necessary for you to be appointed as a proxy or corporate representative to attend, speak and vote at the GM. You should therefore follow the procedures set out in this Notice of GM to be appointed as a proxy or corporate representative. Once you have been validly appointed as a proxy or corporate representative, you will need to contact the Company's registrar, Equiniti, before 9.00 a.m. on Tuesday, 19 July 2022 at hybrid.help@equiniti.com or on 0371 384 2577 or +44 (0)121 415 7047 if you are calling from outside the UK for your unique Shareholder Reference Number ("SRN") and PIN. Lines are open from 8.30 a.m. to 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales).
10. Should you wish to appoint someone other than the Chair of the meeting as your proxy or corporate representative to vote electronically at the GM, you will need to follow the steps set out above and in Part 2 of the notes on pages 41 to 42 of this document.

How to vote

11. **Shareholders are strongly encouraged to register the appointment of their proxy electronically via the internet through Equiniti's website at www.sharevote.co.uk where full instructions on the procedure are given.** The Voting ID, Task ID and SRN printed on the Form of Proxy will be required in order to use this electronic proxy appointment system. Alternatively, Shareholders who have already registered with Equiniti's online portfolio service, Shareview, can appoint their proxy electronically by logging on to their portfolio at www.shareview.co.uk, using their usual user ID and password, then clicking on "View" on the "My Investments" page, leading to the link to vote. The on-screen instructions give details on how to complete the proxy appointment process. A proxy appointment made electronically will not be valid if sent to any address other than those provided or if received after 10.00 a.m. on Monday, 18 July 2022. Proxies may also be appointed through CREST in accordance with note 14 below.
12. As an alternative to registering the appointment of their proxy electronically, a Form of Proxy, which may be used to make an appointment of proxy and give proxy instructions, accompanies this Notice of GM. To be valid the Form of Proxy for use at the GM: (i) shall be in writing made under the hand of the appointor or of their attorney duly authorised in writing or, if the appointor is a corporation, under its common seal or under the hand of some officer or attorney or other person duly authorised on their behalf (and the signature on the appointment of proxy need not be witnessed); and (ii) must be received, together with the power of attorney or other authority (if any) under which it is authenticated, or a certified copy of such authority, by the Company's registrars, Equiniti Limited, at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA not later than Monday, 18 July 2022 at 10.00 a.m. being 48 hours (excluding non-working days) before the earliest time appointed for the meeting or any adjournment thereof. If you do not have a Form of Proxy and believe that you should have one, or if you require additional forms, please contact Equiniti Limited direct on 0371 384 2577. The Equiniti overseas helpline number is +44 (0)121 415 7047. Lines are open from 8.30 a.m. to 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales).
13. To change your proxy instructions, you may return a new Form of Proxy using the methods set out below. Please contact the Company's registrars, Equiniti Limited at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA if you require another Form of Proxy. The deadline for receipt of proxy appointments (see above) also applies in relation to amended instructions. Any attempt to amend a proxy appointment received after the relevant deadline will be disregarded. Where two (or more) valid but differing appointments of proxy are received in respect of the same share(s) for use at the same meeting and in respect of the same matter, the one which is last validly received (regardless of its date or of the date of its execution or submission) shall be treated as replacing and revoking the other or others as regards the relevant share(s). If the Company is unable to determine which appointment was last validly received, none of them shall be treated as valid in respect of the relevant share(s).
14. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the GM and any adjournment(s) thereof by using the procedures described in the CREST Manual on the Euroclear website (www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
15. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & International Limited's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the Company's agent (ID RA19) by 10.00 a.m. on Monday, 18 July 2022 (the latest time for receipt of proxy appointments specified in this Notice of GM). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
16. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
17. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.
18. If you are an institutional investor you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by 10.00 a.m. on Monday, 18 July 2022 in

order to be considered valid. Before you can appoint a proxy via this process you will need to have agreed to Proxyimity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

19. Voting on the Resolution will be conducted by way of a poll rather than a show of hands. This is a more transparent method of voting as Shareholder votes are to be counted according to the number of shares held. As soon as practicable after the GM, the results of the voting at the GM and the number of proxy votes cast for and against and the number of votes actively withheld in respect of the Resolution will be announced via a Regulatory Information Service and also placed on the Company's website: <https://corporate.easyjet.com>.

Questions

20. The Company must cause to be answered at the GM any question relating to the business being dealt with at the GM which is put by a member of the Company attending the GM, except: (i) if to do so would interfere unduly with the preparation for the GM or involve the disclosure of confidential information; or (ii) if the answer has already been given on a website in the form of an answer to a question; or (iii) if it is undesirable in the interests of the Company or the good order of the GM that the question be answered. Questions can be raised by Shareholders at the meeting if they participate electronically as set out in Part 2 of the notes on pages 41 to 42 of this document. Shareholders can also submit questions to the Board in advance of the GM by emailing cosec@easyjet.com by no later than 10.00 a.m. on Monday, 18 July 2022. Please include your full name and SRN. We will consider all questions received and, if appropriate and relating to the business of the GM, give an answer at the GM and provide a written response or publish answers on our website at <https://corporate.easyjet.com>.

Additional information

21. The Resolution is proposed as an ordinary resolution, which means that, for the Resolution to be passed, more than 50% of the votes cast must be in favour of the Resolution.
22. As at 23 June 2022, being the Latest Practicable Date prior to the publication of this Notice of GM, the Company's issued share capital consists of 758,010,025 Ordinary Shares, carrying one vote each. The Company holds no shares in treasury. Therefore, the total voting rights in the Company are 758,010,025.
23. A copy of this Notice of GM and other information required by section 311A of the Companies Act 2006 is available on the Company's website (<https://corporate.easyjet.com>).

Communications

24. A copy of this Notice of GM has been sent for information only to persons who have been nominated by a member of the Company to enjoy information rights under Section 146 of the Companies Act 2006 (a "**Nominated Person**"). The rights to appoint a proxy cannot be exercised by a Nominated Person; they can only be exercised by the member. However, a Nominated Person may have a right under an agreement between them and the member by whom they were nominated to be appointed as a proxy for the GM or to have someone else so appointed. If a Nominated Person has the right to appoint a proxy, they are encouraged to appoint the Chair of the meeting as set out above to ensure their vote is cast in accordance with their wishes. If a Nominated Person does not have such a right or does not wish to exercise it, they may have a right under such an agreement to give instructions to the member as to the exercise of voting rights.
25. If you are a Nominated Person, you have been nominated to receive general Shareholder communications directly from the Company, but it is important to remember that your main contact in terms of your investment remains as it was (i.e. the registered member of the Company, or perhaps the custodian or broker, who administers the investment on your behalf). Therefore, any changes or queries relating to your personal details and holding (including any administration thereof) must continue to be directed to your existing contact at your investment manager or custodian. The Company cannot guarantee dealing with matters that are directed to it in error. The only exception to this is where the Company, in exercising one of its powers under the Companies Act 2006, writes to you directly for a response.
26. Please note that the Company takes all reasonable precautions to ensure no viruses are present in any electronic communication it sends out, but the Company cannot accept responsibility for loss or damage arising from the opening or use of any email or attachments from the Company and recommends that Shareholders subject all messages to virus checking procedures prior to use. Please note that any electronic communication received by the Company that is found to contain any virus will not be accepted.
27. You may not use any electronic address provided in this Notice of GM to communicate with the Company for any purposes other than those expressly stated.

Part 2

Electronic facilities

1. The Company is pleased to be able to offer facilities for Shareholders to vote at the GM electronically and attend by conference call to ask questions in real time should they wish to do so. The details are set out below.

Ability to vote and ask questions

2. In order to vote at the GM electronically and to obtain the conference call details, Shareholders will need to navigate to <https://web.lumiagm.com/114-832-341> using their smartphone, tablet or computer browser. Please ensure your chosen device has the latest version of an internet browser such as Chrome, Edge or Firefox.
3. An audio webcast of the GM will also be made available through the website. If you do not want to ask questions, but simply listen to the GM instead, you can do so through the website. However, in order to speak at the GM and ask questions, you must dial in to the conference call (see the paragraph entitled “*Accessing the telephone call*” below).

Logging in

4. Once you have accessed <https://web.lumiagm.com> from your web browser, you may be asked to enter a Meeting ID which is 114-832-341. You will then be prompted to enter your unique username and password. Your unique username is your SRN and your password is the first two and last two digits of your SRN. If you are not in receipt of your SRN please contact the Company’s registrar, Equiniti, before 9.00 a.m. on Tuesday, 19 July 2022 at hybrid.help@equiniti.com or on 0371 384 2577 or +44 121 415 7047 if you are calling from outside the UK. Telephone lines are open 8.30 a.m. to 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales).
5. Access to the GM will be available from 9.00 a.m. on Wednesday, 20 July 2022, although the voting functionality will not be enabled until the Chair of the meeting declares the poll open and the telephone lines will only be activated 15 minutes prior to the GM start time (being 10.00 a.m. on Wednesday, 20 July 2022).
6. During the GM, you must ensure you are connected to the internet at all times in order to vote when the Chair of the meeting commences polling on the Resolution. Therefore, it is your responsibility to ensure connectivity for the duration of the GM.
7. A user guide to the Lumi website is available on our website at: <https://corporate.easyjet.com/investors>.

Accessing the telephone call

8. To be able to speak at the GM, Shareholders will require the telephone number and Conference ID. The Conference ID and telephone numbers will only be accessible once you have logged into the <https://web.lumiagm.com> website, and will be available from 9.00 a.m. on Wednesday, 20 July 2022. Local phone calls will not be charged. The telephone lines will be activated 15 minutes prior to the GM start time. You must ensure you remain dialled into the GM if you wish to raise a question. It is your responsibility to ensure connectivity for the duration of the GM.
9. If you join the telephone call to ask a question but are also listening to the audio webcast of the GM through the website, please ensure the website is muted so that there is no interference between the two when speaking.

Voting

10. After the Chair of the meeting has declared the poll open, voting options will appear on the screen. Press the option corresponding with the way in which you wish to vote. Once you have selected your choice, you will see a message on your screen confirming that your vote has been received. If you think that you have selected the wrong choice or if you wish to change your mind, simply press the correct choice until the poll is closed on the Resolution. If you wish to cancel your “live” vote, please press “Cancel”.

Questions at the GM

11. If Shareholders would like to ask a question at the GM relating to the business of the meeting, please ensure you have accessed the telephone call as indicated above. You will be connected to an operator who will provide you with further instructions.

Process

12. The process of asking questions, voting and accessing any GM presentation will be further explained by the Chair of the meeting and the operator during the GM.

Duly appointed proxies and corporate representatives

13. **Important:** If your investment is not held in your name on the register of members (i.e. it is held in a broker account or by a custodian) it will be necessary for you to be appointed as a proxy or a corporate representative to attend, speak and vote at the GM. Please see notes 4 to 8 of Part 1 of the notes on page 39 of this document for details of how to do this. Appointments must be made by 10.00 a.m. on Monday, 18 July 2022.
14. Once a valid appointment has been made, please contact the Company’s registrar, Equiniti, before 9.00 a.m. on Tuesday, 19 July 2022 at hybrid.help@equiniti.com or on 0371 384 2577 or +44 121 415 7047 if you are calling from outside the UK for your unique username and password. Lines are open 9.00 a.m. to 5.00 p.m. Monday to Friday (excluding public holidays in England and Wales).

Part 3

Disenfranchisement

1. As Shareholders will be aware, the Board is ensuring the Company complies with the European Ownership and Control Requirement by exercising its powers to suspend voting rights of certain UK and non-EU Nationals. For the period of any such suspension, the relevant Shareholders would not be entitled to attend, speak or vote at Shareholder meetings, including the GM, in respect of the shares subject to the suspension. Further information can be found on easyJet's website at: <https://corporate.easyjet.com/investors/shareholder-services/eu-share-ownership>.
2. As at 23 June 2022, the level of ownership by EU persons was 40.25%. Accordingly, easyJet has suspended voting rights in respect of certain shares ("**Affected Shares**") held by relevant persons in accordance with easyJet's Articles so that a majority of the voting rights in easyJet are held by EU persons.
3. We would recommend that all Shareholders vote in advance of the GM, even in respect of any Affected Shares that they may hold. This is because those shares may be re-enfranchised in advance of the GM.
4. Shareholders who own shares whose voting rights will be suspended (and therefore whose votes will not be counted) at the GM will receive a notice (an "**Affected Share Notice**") by post from Equiniti, our Registrars, on or around 4 July 2022.
5. If a Shareholder votes more than its eligible holding (for example, because some of their voting rights are suspended pursuant to an Affected Share Notice), Equiniti shall use its reasonable endeavours to contact the relevant Shareholder to resolve any discrepancies, however, to the extent Equiniti is unable to resolve such discrepancies by 10.00 a.m. on Monday, 18 July 2022, Equiniti will scale back the relevant Shareholder's votes on a pro rata basis so that such Shareholder's votes do not exceed those it is entitled to vote.
6. Through this mechanism, any Shareholder in receipt of an Affected Share Notice on or around 4 July 2022, will not have those shares that are the subject of an Affected Share Notice counted in the voting at the GM.

