

THIS DOCUMENT AND THE ACCOMPANYING LETTER ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other appropriate independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in a territory outside the United Kingdom.

FORM OF INSTRUCTION

For use by holders of "top up" awards under the Flybe Performance Share Plan (the "**PSP**").

Words and expressions defined in the letter dated 8 February 2019 (the "**Letter**") have the same meaning in this Form of Instruction unless the context requires otherwise.

ACTION TO BE TAKEN

Before deciding what action you wish to take, please read the Scheme Document and the Letter and then complete this Form of Instruction by following the instructions in each section and sign it in the presence of a witness at section 3. Please make sure that you read the terms and conditions of the Form of Instruction in section 4.

If you want to exercise your Option and participate in the Scheme, please complete, sign and date this Form of Instruction and return it by:

- **Posting it to the People Team , Flybe Group PLC, New Walker Hangar, Exeter International Airport, Clyst Honiton, Exeter, EX5 2BA;**
- **Emailing a scanned copy to peopleteam@flybe.com; or**
- **Delivering it to the People Team, Flybe Group PLC, New Walker Hangar, Exeter International Airport, Clyst Honiton, Exeter, EX5 2BA by hand,**

so as to arrive by no later than 5.00p.m. (UK time) on Monday 4 March 2019.

You do not need to send your award certificate with this Form of Instruction.

SECTION 1 – YOUR DETAILS

Please enter your details:

Name
Address
.....
.....
Tel. No.

SECTION 2 – EXERCISE OF OPTION

By completing, signing and returning this Form of Instruction in respect of my Option, I hereby irrevocably:

- (a) exercise my Option to the fullest extent permitted under the rules of the PSP, conditional on the Court sanctioning the Scheme and with effect from immediately after such event; and
- (b) undertake to pay to Flybe the Tax Liabilities (which will be satisfied by deduction from the sales proceeds of the Flybe Shares acquired on exercise of my Option).

SECTION 3 – PLEASE COMPLETE THE SIGNATURE BOX BELOW

Executed and delivered as a Deed by: (Optionholder to sign here) _____
In the presence of: (Witness Signature): _____ (Witness Name in print): _____ (Witness Address): _____ _____
Date: _____

PLEASE NOTE THAT YOUR SIGNATURE MUST BE WITNESSED BY SOMEONE OTHER THAN YOU OR YOUR SPOUSE/CIVIL PARTNER AND WHO IS OVER THE AGE OF 18.

General Notes

Signing the signature box and returning this Form of Instruction is your confirmation that you wish to exercise your Option to the fullest extent permitted under the rules of the PSP and

take the above actions and agree to the terms and conditions which accompany this Form of Instruction.

SECTION 4 – Terms and Conditions

1 General

By signing this Form of Instruction, you irrevocably:

- (a) confirm that you have had an opportunity to review the Scheme Document, the Letter and this Form of Instruction;
- (b) confirm that you have had an opportunity to obtain independent advice in relation to the decisions set out in this Form of Instruction;
- (c) confirm that your Option is valid and subsisting and that you are entitled to exercise it at the time the exercise of your Option is due to take place;
- (d) understand that, if your Option has lapsed (or will lapse by the time exercise of your Option is due to take place), completion of this Form of Instruction will be of no effect in relation to your Option;
- (e) acknowledge that any exercise of your Option by means of this Form of Instruction is conditional on the Court sanctioning the Scheme and that, accordingly, if the Scheme is not sanctioned for any reason, this Form of Instruction will be of no effect and your Option will remain unexercised;
- (f) acknowledge that Flybe will not be responsible for any consequential loss in the event of this Form of Instruction being incorrectly completed, or where Flybe has been unable to obtain clarification of your instructions;
- (g) appoint any director of Flybe or any person nominated by them (each of whom may act severally) as your attorney and authorise such attorney to execute, complete, sign and submit any document and to do anything on your behalf as may be necessary or desirable to give effect to this Form of Instruction or otherwise in connection with the Scheme. All powers of attorney and authorities on the terms conferred by this Form of Instruction are given by way of security for the performance of your obligations and are irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971. The execution of the Form of Instruction constitutes your undertaking to ratify and confirm any action properly taken on your behalf by an attorney appointed under this Form of Instruction;
- (h) agree that instead of transferring Flybe Shares to you, the trustee of the Flybe Employee Benefit Trust may retain such Shares in its name as nominee for you subject to them becoming subject to the Scheme (in other words, you will acquire beneficial ownership of the Flybe Shares but will not have to take any further action for the Flybe Shares to become subject to the Scheme);
- (i) confirm this Form of Instruction cannot be withdrawn or amended without the consent of Flybe.

2 Payment in respect of your Shares

By signing this Form of Instruction, you irrevocably:

- (a) acknowledge that following exercise of your Option, the Flybe Shares to be acquired by you as a result of such exercise will, in connection with the Scheme, be transferred to Connect Airways in return for the sum of one pence per Share;
- (b) authorise and request any sales proceeds payable to you by Connect Airways to be remitted to Flybe or its paying agent;
- (c) understand and agree that income tax and employee and employer National Insurance contributions (or any similar employment or withholding tax or costs) may be due on the exercise of your Option(s) ("**Tax Liabilities**") and that such Tax Liabilities must be accounted for by Flybe or your employing company to HM Revenue & Customs;
- (d) indemnify Flybe and your employer in respect of any Tax Liabilities for which such entity may be liable to account on your behalf, in respect of, or, as a result of the exercise of your Option;
- (e) authorise the payment of the sales proceeds to you by bank transfer into the bank account in which your salary is currently paid after deduction of any Tax Liabilities which Flybe will forward to HM Revenue & Customs either directly or by paying such amount to your employing company to then forward to HM Revenue & Customs.

3 **Forms which are incorrectly completed**

You understand that Flybe reserves the right, at its discretion, to accept any Form of Instruction which is not duly completed or received by 5.00pm (UK time) on Monday 4 March 2019 and Flybe will not be under any obligation to seek clarification of your instructions.

4 **Documents**

You accept that documents sent by you or to or from you in connection with your elections will be sent at your own risk.

5 **Governing law**

This Form of Instruction and the Letter are governed by, and shall be construed in accordance with, the laws of England. The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Form of Instruction and/or the Letter.