



**Registration of a Charge**

Company name: **Norwegian Air UK Limited**

Company number: **09360346**



X673F4K8

Received for Electronic Filing: **24/05/2017**

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**Details of Charge**

Date of creation: **15/05/2017**

Charge code: **0936 0346 0005**

Persons entitled: **CIT AEROSPACE INTERNATIONAL**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **DAVID WRIGHT**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9360346

Charge code: 0936 0346 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2017 and created by Norwegian Air UK Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2017 .

Given at Companies House, Cardiff on 25th May 2017

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



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED

15 May 2017

NORWEGIAN AIR UK LIMITED  
as Sub Lessee

- and -

CIT AEROSPACE INTERNATIONAL  
as Assignee

SUB SUBLEASE DEED OF ASSIGNMENT

- in relation to -

ONE BOEING 787-9 AIRCRAFT  
WITH MSN 38891 AND REGISTRATION MARK G-CJUI

We certify that this is a true copy  
of the original

NAME: White & Case LLP

WHITE & CASE LLP

24/5/17

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This Sub Sublease Deed of Assignment is made on 15 May  
2017

**Between:**

- (1) **Norwegian Air UK Limited**, a company incorporated in the United Kingdom whose registered office is at First Point, Buckingham Gate, Gatwick Airport, West Sussex, RH6 ONT, United Kingdom (the "**Sub Lessee**"); and
- (2) **CIT Aerospace International**, an unlimited company incorporated in Ireland, whose principal place of business is at 3 George's Dock, IFSC, Dublin 1, Ireland (the "**Assignee**").

**Background**

- (A) Pursuant to the Lease Agreement, the Assignee has agreed to lease the Aircraft to the Lessee.
- (B) Pursuant to the Sub Lease Agreement, the Lessee has, with the consent of the Assignee, agreed to sub lease the Aircraft to the Sub Lessee.
- (C) Pursuant to the Sub Sublease Agreement, the Sub Lessee has, with the consent of the Assignee, agreed to sub lease the Aircraft to the Operator to be operated under its Norwegian Air Operator's Certificate.
- (D) As a condition to the consent of the Assignee to the Sub Sublease Agreement, the Sub Lessee is required to assign by way of security to the Assignee its interest in the Assigned Property as security for the Secured Obligations, on the terms and conditions of this Assignment.
- (E) The Sub Lessee and the Assignee intend this Assignment to take effect as a deed.

**1 Definitions and interpretation**

**1.1 Definitions**

In this Assignment (including the Recitals), terms and phrases used in the Lease Agreement shall have the same meaning in this Assignment and unless the context requires otherwise:

**"Agency"** means any agency, authority, central bank, department, government, legislature, minister, ministry, official, or public or statutory person (whether autonomous or not) of, or of the government of, a state or any political sub-division in or of that state;

**"Aircraft"** means the Boeing 787-9 aircraft having manufacturer's serial number 38891 and registration mark G-CJUI, which is more specifically defined in the Lease Agreement;

**"Assets"** means, in respect of any person, all present and future properties, revenues and rights of every description of that person;

**"Assigned Property"** means all of the right, title and interest, present and future, of the Sub Lessee in, to and under the Sub Sublease Agreement;

**"Assignment"** means this Assignment as it may from time to time be amended or supplemented;

**"Delivery Date"** shall have the meaning given to that term in the Sub Sublease Agreement;

**"Enforcement Event"** means an Event of Default by the Lessee under (and as defined in) the Lease Agreement which is continuing;

**"Lease Agreement"** means the aircraft lease agreement dated 16 January 2015 between the Assignee as lessor and Norwegian Air International Limited as lessee, as novated and amended by a novation and amendment agreement dated 26 November 2015, between Assignee as lessor, Norwegian Air International Limited as original lessee and Lessee as new lessee, as amended by a lease amendment agreement dated 12 September 2016, between Assignee as lessor and Lessee as lessee, and as further amended by a lease amendment agreement dated on or about the date hereof between Assignee as lessor and Lessee as lessee ;

**"Lessee"** means Torskefjorden Leasing Limited;

**"Losses"** means all losses (including loss of profit), payments, damages, liabilities, claims, proceedings, actions, penalties, fines, duties, fees, rates, levies, charges, demands, royalties or other sanctions of a monetary nature, fees, insurance premiums, calls, judgments, costs and expenses;

**"LPA"** means the Law of Property Act 1925;

**"Operator"** means Norwegian Air Shuttle ASA;

**"Party"** means a party to this Assignment and includes its successors in title, permitted assigns and permitted transferees;

**"Receiver"** means an administrative receiver, if applicable by law, receiver and manager or other receiver appointed in respect of the Assigned Property;

**"Relevant Documents"** means this Assignment, the Lease Agreement, the Sub Lease Agreement, the Sub Sublease Agreement and any of the other documents defined as Operative Documents in the Lease Agreement;

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and however owed) of the Lessee, the Sub-Lessee and the Operator to the Assignee under each of the Relevant Documents to which it is a party;

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect;

**"Sub Lease Agreement"** means the aircraft sub lease agreement between the Lessee as lessor and the Sub Lessee as lessee dated on or about the date of this Assignment in relation to the Aircraft;

**"Sub Sublease Agreement"** means the aircraft operating lease agreement between the Sub Lessee as lessor and the Operator as lessee dated on or about the date of this Assignment in relation to the Aircraft;

**"Winding-up"**, in respect of any person, means the winding-up, amalgamation, reconstruction, reorganisation, administration, dissolution, liquidation, merger or consolidation of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled or resident or carries on business or has Assets.

## **1.2 Construction**

The provisions in clause 1.2 to 1.7 (*Definitions and Interpretation*) of the Lease Agreement shall apply to this Assignment as if set out in full herein.

## **1.3 Third party rights**

A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefits of any term of this Assignment.

# **2 Undertaking to pay**

The Sub Lessee undertakes to pay and discharge the Secured Obligations when they fall due in accordance with their terms.

# **3 Assignment**

## **3.1 Assignment**

The Sub Lessee assigns and transfers to the Assignee absolutely and unconditionally (without prejudice to reassignment in accordance with Clause 3.2 (Reassignment) below), with full title guarantee, all its interest, right, title, claim and demand in, to and under, both present and future, in the Assigned Property by way of Security for the Secured Obligations.

## **3.2 Reassignment**

3.2.1 The Assignee will promptly reassign and release its interest in the Assigned Property to the Sub Lessee when it is asked to do so by the Sub Lessee, provided that it is satisfied that all of the Secured Obligations have been irrevocably and unconditionally discharged, subject to Clause 3.3 (*Retention of security*).

3.2.2 The Assignee will execute any documents reasonably required by the Sub Lessee to effect the reassignment referred to in Clause 3.2.1 above.

3.2.3 The reassignment referred to in this Clause 3.2 will be at the Sub Lessee's cost and will be effected without recourse to or warranty by the Assignee.

### **3.3 Retention of security**

If the Assignee considers that any amount paid or credited to it under any Relevant Document is capable of being avoided or set aside on the Winding-up of the Sub Lessee or any other person, that amount will not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably and unconditionally discharged.

### **3.4 Notice of assignment**

The Sub Lessee undertakes that it will execute and deliver to the Operator immediately following the execution of this Assignment, a notice of the assignment effected by this Assignment in the form of Part 1 of Schedule 1 and will ensure that the Operator executes an acknowledgement of receipt of that notice in the form set out in Part 2 of Schedule 1.

## **4 Representations and warranties**

The Sub Lessee makes the representations and warranties set out in this Clause 4 on the date of this Assignment.

### **4.1 Status**

4.1.1 It is a corporation, duly incorporated and validly existing under the laws of the United Kingdom.

4.1.2 It has the power to own its assets and carry on its business as it is being conducted.

### **4.2 Binding obligations**

The obligations expressed to be assumed by it in this Assignment are, subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion in respect of the Sub Lessee delivered to the Assignee, legal, valid, binding and enforceable obligations.

### **4.3 Non-conflict with other obligations**

The entry into, and performance by it of, and the transactions contemplated by, this Assignment do not and will not conflict with:

4.3.1 any law or regulation applicable to it;

4.3.2 its constitutional documents; or

4.3.3 any agreement or instrument binding upon it or any of its assets.

### **4.4 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Assignment and the transactions contemplated by this Assignment.

### **4.5 Validity and admissibility in evidence**

All authorisations required or desirable:



4.5.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Assignment; and

4.5.2 to make this Assignment admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

#### **4.6 Pari passu ranking**

Its payment obligations under this Assignment rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

#### **4.7 Governing law and enforcement**

4.7.1 The choice of English law as the governing law of this Assignment will be recognised and enforced in its jurisdiction of incorporation.

4.7.2 Any judgment obtained in England in relation to this Assignment will be recognised and enforced in its jurisdiction of incorporation.

#### **4.8 Assigned Property**

4.8.1 It is, and will be, the sole legal and beneficial owner of the Assigned Property.

4.8.2 This Assignment creates effective Security over the Assigned Property.

4.8.3 The Assigned Property is free and clear from all Security other than as expressly contemplated by the Relevant Documents.

### **5 Covenants**

The Sub Lessee undertakes that it will not:

- (i) assign or pledge any of its right, title or interest in, or permit any Security to exist over the Assigned Property which is not expressly contemplated by the Relevant Documents; or
- (ii) dispose of the relevant Assigned Property (whether by way of sale, assignment, the grant of any Security or otherwise) unless it is expressly permitted to do so by the Relevant Documents; or
- (iii) attempt to, hold itself out as having any power to, or permit any person to, do any of the above.

### **6 Enforcement of security**

#### **6.1 When Security becomes enforceable**

6.1.1 The Security constituted by this Assignment will be immediately enforceable when, and at any time after, an Enforcement Event occurs.

- 6.1.2 After the Security constituted by this Assignment has become enforceable, the Assignee may enforce all or any part of the Security constituted by this Assignment in any manner that it sees fit.

## **6.2 Sections 101 and 103 of the LPA**

- 6.2.1 The statutory power of sale, the power to appoint a receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA, as varied and extended by this Assignment, will arise on the date of this Assignment.
- 6.2.2 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) will not apply to the security constituted by this Assignment.

## **6.3 Enforcement**

When, and at any time after, the Security constituted by this Assignment becomes enforceable, the Assignee may immediately and without notice exercise all the powers and remedies that it possesses according to law as Assignee of the Assigned Property or as it sees fit and in particular but without limitation:

- 6.3.1 to apply to any authority for an enforcement and attachment order in respect of the Assigned Property or any part of it;
- 6.3.2 to apply to any court of competent authority for an order for foreclosure to vest all the Sub Lessee's right, title, and interest in the Assigned Property in the Assignee;
- 6.3.3 to recover and collect all sums of money payable in respect of the Assigned Property and to give a good receipt for them on behalf of the Sub Lessee;
- 6.3.4 to exercise all of the Sub Lessee's rights in respect of the Assigned Property to the exclusion of the Sub Lessee;
- 6.3.5 to take over or institute any proceedings in connection with the Assigned Property that the Assignee may in its absolute discretion think appropriate and to discharge, compound, release or compromise all or any part of the Assigned Property or any claims in respect of it;
- 6.3.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes that may arise in connection with the Assigned Property or in any way relating to this Assignment and to execute releases or other discharges in relation to it;
- 6.3.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the Assigned Property; and
- 6.3.8 to execute and do any acts, deeds and things that the Assignee may consider necessary or proper in relation to any of the matters referred to in this Clause 6.3.

Unless and until it receives from Assignee a notice that an Enforcement Event has occurred Sub Lessee shall be entitled to deal with, and exercise all its rights under, the Assigned Property without reference to the Assignee and as though this Assignment had not been entered into.

**6.4 No liability as mortgagee in possession**

Neither the Assignee nor any Receiver will be liable to account as mortgagee in possession or for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable, as a consequence of its entering into possession of the Assigned Property.

**6.5 LPA rights and immunities**

Each Receiver and the Assignee are entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers when such receivers have been duly appointed under the LPA, except that Section 103 of the LPA does not apply.

**6.6 Protection of third parties**

No person (including a purchaser) who deals with the Assignee or a Receiver or its or his agents will be concerned to enquire:

- 6.6.1 whether the Secured Obligations have become payable; or
- 6.6.2 whether any power which the Assignee or the Receiver is purporting to exercise has in fact become exercisable; or
- 6.6.3 whether any money remains due under the Relevant Documents; or
- 6.6.4 how any money paid to the Assignee or to the Receiver is to be applied.

**6.7 Redemption of prior security interests**

6.7.1 At any time after the Security constituted by this Assignment has become enforceable, the Assignee may:

- (i) redeem any prior Security against any Assigned Property; and/or
- (ii) procure the transfer of that Security to itself; and/or
- (iii) settle and pass the accounts of the prior mortgagee, Assignee or chargee (and any accounts so settled and passed will, absent any manifest error, be conclusive and binding on the Sub Lessee).

6.7.2 The Sub Lessee will pay all principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer to the Assignee promptly on demand.

**6.8 Cape Town Convention**

6.8.1 In this Clause 6.8 the following expressions have the respective meanings given to them in Article 1 of the Cape Town Convention (and references in

this clause 6.8 to the Cape Town Convention refer to the consolidated text of the Convention and the Protocol):

- (i) aircraft engines;
- (ii) aircraft object;
- (iii) airframe; and
- (iv) international interest.

**6.8.2** Each of the Sub Lessee and the Assignee agrees that:

- (i) this is an assignment as defined in the Cape Town Convention which assigns (and which for the purposes of Article 45(3) of the Cape Town Convention transfers) the international interests constituted by the Sub Sublease Agreement in a Boeing 787-9 model airframe with manufacturer's serial number 38891 with two Rolls-Royce Trent 1000-J aircraft engines (with engine serial numbers 10536 and 10537);
- (ii) this Assignment assigns the associated rights to payment or other performance by the Operator under the Sub Sublease Agreement and the same are associated with, secured by and related to (as required by Article 49(2) of the Cape Town Convention) the relevant Airframe and Engines referred to in paragraph (i) above (each of which is an aircraft object);
- (iii) this Assignment shall be registered in accordance with Chapter V of the Cape Town Convention; and
- (iv) if any provisions of this Assignment shall conflict with any provision of the Cape Town Convention which is not mandatory, the provisions of this Assignment shall prevail.

**6.8.3** The Sub Lessee and the Assignee agree that the provisions of Article 47 of the Cape Town Convention shall apply, and accordingly, agree for the purposes of Article 17(1) of the Cape Town Convention that an Enforcement Event is an event that constitutes a default or otherwise gives rise to the rights and remedies specified in Articles 12, 15 and 20 of the Cape Town Convention, to the extent that such rights and remedies are capable of application to the Assigned Property or any part thereof.

## **7 Receiver**

### **7.1 Appointment of Receiver**

The Assignee may, without further notice, appoint any one or more qualified persons by deed or otherwise in writing to be a Receiver of the Assigned Property at any time after the Security constituted by this Assignment has become enforceable in accordance with Clause 6.1 (*When Security becomes enforceable*) or, if the Sub Lessee asks the Assignee in writing to do so, at any other time.

## **7.2 Removal**

The Assignee may, by written notice, remove any Receiver appointed by it whenever it considers it expedient, and may appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

## **7.3 Remuneration**

The Assignee may fix the remuneration of any Receiver appointed by it, but that remuneration will be payable by the Sub Lessee alone and will constitute a Secured Obligation under this Assignment.

## **7.4 Relationship with Assignee**

To the fullest extent permitted by law, any right, power or discretion conferred by this Assignment (either expressly or impliedly) upon a Receiver of the Assigned Property may, after the Security constituted by this Assignment has become enforceable, be exercised by the Assignee in relation to any of the Assigned Property without first appointing a Receiver or notwithstanding the appointment of a Receiver.

# **8 Powers of Receiver**

## **8.1 General**

Each Receiver:

- 8.1.1 has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 8 in addition to those conferred by the LPA on any receiver appointed under the LPA;
- 8.1.2 will have all the powers given to the Assignee under this Assignment of taking possession of, calling in, collecting, converting into money and selling and dealing with the Assigned Property;
- 8.1.3 will have any of the other powers and discretions that are given to the Assignee under this Assignment that the Assignee may from time to time confer on him;
- 8.1.4 will be entitled to the same protection that is given to the Assignee under this Assignment;
- 8.1.5 may do all other acts and things which he considers desirable or necessary to enable it to realise any of the Assigned Property;
- 8.1.6 may exercise in relation to any of the Assigned Property all the powers, authorities and things that:
  - (i) an administrative receiver would be entitled to exercise under Schedule 1 of the Insolvency Act 1986; and
  - (ii) a Receiver would be capable of exercising if he were the absolute beneficial owner of the Assigned Property; and
- 8.1.7 may use the name of the Sub Lessee for any of the above purposes.

## **8.2 More than one Receiver**

If more than one Receiver holds office at the same time, each Receiver may exercise all of the powers conferred on a Receiver under this Assignment individually and to the exclusion of any other Receivers (unless the document appointing him states otherwise).

## **9 Delegation**

The Assignee may delegate to any person by power of attorney or in any other manner any right, power or discretion exercisable by the Assignee under this Assignment. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations that the Assignee may consider fit.

## **10 Further assurance**

The Sub Lessee will take whatever action the Assignee or a Receiver may reasonably require to:

- 10.1** perfect or protect the Security intended to be created by this Assignment over the Assigned Property;
- 10.2** facilitate the realisation (in accordance with the provisions of this Assignment) of the Assigned Property; and
- 10.3** facilitate the exercise (in accordance with the provisions of this Assignment) of any right, power or discretion exercisable by the Assignee or any Receiver or by any of its or their delegates or sub-delegates in respect of the Assigned Property,

including:

- (i) executing any transfer, conveyance, assignment, bill of sale or assurance of any property (whether to the Assignee or to its nominees),
- (ii) giving any notice, order or direction; and
- (iii) making any registration,

which in any such case, the Assignee may think necessary.

## **11 Order of distributions**

All amounts received or recovered by the Assignee or any Receiver in exercising its rights under this Assignment will, subject to the rights of any creditors having priority, be applied:

- 11.1** first, in or towards the payment of all Losses (including the Receiver's remuneration and outgoings) relating to the appointment of any Receiver or the exercise by the Assignee or any Receiver of any of his rights;
- 11.2** second, in or towards the payment of the Secured Obligations; and

11.3 third, in payment of any surplus to the Sub Lessee or other person entitled to it.

## **12 Power of attorney**

### **12.1 Appointment**

The Sub Lessee, by way of Security, irrevocably appoints the Assignee and each Receiver severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

12.1.1 to do anything which it is obliged to do (but has not done) under any Relevant Document or which the attorney may consider necessary or desirable, in each case, to enable the Assignee or Receiver to exercise its rights or powers under this Assignment (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Assigned Property); and

12.1.2 to exercise any of the rights conferred on the Assignee or any Receiver in relation to the Assigned Property under any Relevant Document, the LPA or the Insolvency Act 1986,

such rights and powers to be exercisable by the Assignee and/or each Receiver only after an Enforcement Event has occurred.

### **12.2 Ratification**

The Sub Lessee ratifies and confirms and agrees to ratify and confirm anything that any such attorney may lawfully do in exercising or purporting to exercise the power of attorney granted in Clause 12.1 (*Appointment*).

## **13 Saving provisions**

### **13.1 Continuing Security**

The Security constituted by this Assignment will:

13.1.1 remain in full force and effect as continuing Security;

13.1.2 not be affected in any way by any settlement of account (whether or not any Secured Obligations remain outstanding) or other matter or thing whatsoever; and

13.1.3 be in addition to any other Security, guarantee or indemnity now or in the future held by the Assignee or any other person in respect of any of the Secured Obligations.

### **13.2 Security unaffected**

Without prejudice to the generality of Clause 13.1 (*Continuing security*), neither the security constituted by this Assignment nor the Secured Obligations will be affected in any way by:

- 13.2.1 any time, indulgence, concession, waiver or consent given to the Sub Lessee or any other person, whether by the Assignee or any other person;
- 13.2.2 any amendment to or change in any Security, guarantee or indemnity (including any Relevant Document), or the terms of any Secured Obligations;
- 13.2.3 the making or absence of any demand for payment of any Secured Obligations on the Sub Lessee or any other person, whether by the Assignee or any other person;
- 13.2.4 the enforcement or absence of enforcement of any Security, guarantee or indemnity (including any Relevant Document);
- 13.2.5 the taking, existence or release of any other Security, guarantee or indemnity;
- 13.2.6 the Winding-up of the Sub Lessee or any other person, or any step being taken for any such Winding-up; or
- 13.2.7 the illegality, invalidity or unenforceability of, or any defect in, any provision of any agreement or document relating to the Secured Obligations or any Security, guarantee or indemnity (including any Relevant Document) or any of the rights or obligations of any of the parties under or in connection with any such document or any Security, guarantee or indemnity (including any Relevant Document).

### **13.3 Avoidance of payments**

The Sub Lessee will, within three (3) Business Days of demand:

- 13.3.1 indemnify the Assignee against any Losses incurred by the Assignee as a result of the Assignee being required for any reason (unless due to the gross negligence or wilful default of the Assignee) to refund all or part of any amount received or recovered by the Assignee in respect of any of the Secured Obligations; and
- 13.3.2 pay to the Assignee, for the account of the Assignee, an amount equal to the amount so refunded by the Assignee.

### **13.4 Suspense accounts**

Any amount received or recovered by the Assignee or any Receiver in exercising its rights under this Assignment may be credited to an interest bearing suspense account and may be kept there (with any interest earned being credited to that account) until the Assignee is satisfied that all the Secured Obligations have been discharged in full.

### **13.5 Continuation of accounts**

- 13.5.1 At any time after:
  - (i) the Assignee has received notice (either actual or otherwise) of any subsequent Security affecting the Assigned Property, or



- (ii) the presentation of a petition or the passing of a resolution for the Winding-up of the Sub Lessee,

the Assignee may open a new account in the name of the Sub Lessee.

- 13.5.2 If the Assignee does not open a new account in the circumstances contemplated by Clause 13.5.1 above, it will nevertheless be treated as if it had done so when the relevant event occurred and no moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable under any Relevant Document.

- 13.6 This Assignment and the Security constituted by this Assignment shall extend to and cover any sum, or sums of money or other obligations which shall from time to time constitute the balance of the Secured Obligations.

## **14 Enforcement expenses**

The Sub Lessee will pay to the Assignee within three (3) Business Days of demand, all costs, and expenses (including Taxes and legal fees) incurred or payable by the Assignee or any Receiver in relation to the administration, protection, realisation or enforcement of any right under or in connection with this Assignment.

## **15 Payments**

### **15.1 Demands**

Any demand for payment made by the Assignee will be valid and effective, even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

### **15.2 Payments**

All amounts payable by the Sub Lessee to the Assignee under this Assignment must be paid for value on the due date by banker's telegraphic transfer to the bank account notified by the Assignee to the Sub Lessee for that purpose.

## **16 Ambiguity, waivers and determinations**

### **16.1 Ambiguity**

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by any Relevant Document, the terms of that Relevant Document will prevail.

### **16.2 Exercise of rights**

- 16.2.1 If the Assignee or any Receiver fails to exercise or delays in exercising any right under any Relevant Document, that failure or delay will not operate as a waiver of that right.

16.2.2 Any single or partial exercise of any right will not preclude any other or further exercise of that right or the exercise of any other right.

### **16.3 Determinations**

Any determination by or certificate of the Assignee or any Receiver under any Relevant Document will be conclusive unless it is manifestly incorrect.

## **17 Further provisions**

### **17.1 Variation**

17.1.1 This Assignment may only be varied, amended, restated, supplemented or terminated by an instrument in writing executed by or on behalf of the Sub Lessee and the Assignee.

17.1.2 The Sub Lessee may not assign or transfer or create any lien over, or otherwise dispose of, all or any part of its rights and obligations under this Assignment; provided that the Assignee may at any time and without the Sub Lessee's consent grant Security in respect of this Assignment and assign the benefit of this Assignment to any Financing Party.

### **17.2 Partial invalidity**

If any provision of this Assignment is illegal, invalid or unenforceable under the law of any jurisdiction, this will not affect:

17.2.1 the legality, validity or enforceability of that provision under the law of any other jurisdiction; nor

17.2.2 the legality, validity or enforceability of any other provision of this Assignment or of any other Relevant Document.

### **17.3 Counterparts**

This Assignment may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Assignment.

## **18 Governing law and enforcement**

### **18.1 Governing law**

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

This Assignment shall be binding upon and enure to the benefit of each party and its successors and permitted assigns and permitted transfers.

### **18.2 Jurisdiction of English courts**

18.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment, including a dispute relating to or a dispute regarding the existence, validity or termination of

this Assignment or any non-contractual obligation arising out of or in connection with this Assignment (a "**Dispute**").

- 18.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 18.2.3 This Clause 18.2 is for the benefit of the Assignee only. As a result, the Assignee will not be prevented from taking proceedings relating to a Dispute in any other courts which have jurisdiction. To the extent allowed by law, the Assignee may take concurrent proceedings in any number of jurisdictions.

**This Assignment has been duly executed and delivered as a deed on the date stated at the beginning.**

**SCHEDULE 1**

**Part 1**

**Notice of Assignment of Sub Sublease**

From: Norwegian Air UK Limited (the "**Sub Lessee**")

To: Norwegian Air Shuttle ASA (the "**Operator**")

Date: \_\_\_\_\_ 2017

**Re: B787-9 Aircraft, Manufacturer's Serial Number 38891, Registration Mark G-CJUI (the "Aircraft")**

We refer to the Sub Sublease Agreement in respect of the Aircraft dated on or around the date hereof between the Sub Lessee as lessor and as the Operator as lessee (the "**Sub Sublease Agreement**").

We hereby give you notice that by a Sub Sublease Deed of Assignment dated on or around the date hereof between the Sub Lessee as lessee and CIT Aerospace International as assignee (the "**Assignee**"), the Sub Lessee assigned to the Assignee by way of security all of its right, title and interest, present and future, in and to the Sub Sublease Agreement (the "**Sub Sublease Assignment**").

Please acknowledge that you have received this Notice by signing and returning to the Sub Lessee a copy of the attached Acknowledgement.

Capitalised terms used but not defined herein shall have the meanings given to them in the Sub Sublease Agreement.

This Notice and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.

\_\_\_\_\_  
For and on behalf of  
**Norwegian Air UK Limited**

**Part 2**  
**Acknowledgement of Assignment of Sub Sublease**

To: Norwegian Air UK Limited (the "**Sub Lessee**")  
CIT Aerospace International (the "**Assignee**")

Date: \_\_\_\_\_ 2017

**Re: B787-9 Aircraft, Manufacturer's Serial Number 38891, Registration Mark G-CJUI, (the "Aircraft")**

We acknowledge receipt of the attached notice of assignment (the "**Notice**") and we irrevocably and unconditionally consent to the assignment set out in it and we undertake to be bound by its terms.

We confirm that we have not received notice of any other assignment of the Sub Sublease Agreement.

We acknowledge that our rights under the Sub Sublease Agreement are subject and subordinate to the Lease and the Sublease Agreement (both as defined in the Sub Sublease Agreement) and the other Relevant Documents (as defined in the Sub Sublease Assignment), and to the rights, title and interests of the Sub Lessee, the Lessee and the Assignee. We acknowledge that our right to possession of the Aircraft under the Sub Sublease Agreement will terminate immediately upon the termination of the Lease or immediately upon termination of the Sublease Agreement (as applicable) and we agree that we will return the Aircraft to the Sub Lessee or directly to the Assignee (as directed by the Assignee) immediately upon termination (for any reason whatsoever) of the Lease or the leasing of the Aircraft thereunder, or immediately upon termination (for any reason whatsoever) of the Sublease Agreement or the subleasing of the Aircraft thereunder.

Capitalised terms used but not defined herein shall have the meanings given to them in the Notice.

This Acknowledgement will be governed by and construed in accordance with English law.

\_\_\_\_\_  
For and on behalf of  
Norwegian Air Shuttle ASA

SUB SUBLEASE ASSIGNMENT EXECUTION PAGE

**LESSEE**

SIGNED and DELIVERED  
as a deed for and on behalf of and as the DEED of  
**Norwegian Air UK Limited**  
by its lawfully appointed attorney

Signature



Name LENNART CEDER

in the presence of:

Witness Signature:



Name: LOUISE THOROGOOD

Address: CLOCKHOUSE COTTAGE  
HIGH HURSTWOOD TN22 4BH

**ASSIGNEE**

SIGNED and DELIVERED  
as a deed for and on behalf of and as the DEED of  
**CIT Aerospace International**  
by its lawfully appointed attorney

Signature

---

Name

---

in the presence of:

Witness Signature:

Name:

Address:

SUB SUBLEASE ASSIGNMENT EXECUTION PAGE

LESSEE

SIGNED and DELIVERED  
as a deed for and on behalf of and as the DEED of  
**Norwegian Air UK Limited**  
by its lawfully appointed attorney

Signature \_\_\_\_\_

Name \_\_\_\_\_

in the presence of:

Witness Signature:

Name:

Address:

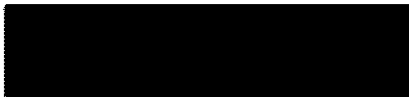
ASSIGNEE

SIGNED and DELIVERED  
as a deed for and on behalf of and as the DEED of  
**CIT Aerospace International**  
by its lawfully appointed attorney

Signature  \_\_\_\_\_

Name BARRY DUGGAN

in the presence of:

Witness Signature: 

Name: GEMMA FOSTER

Address: CIT Aerospace International  
3 Georges Dock, IFSC  
Dublin 1, Ireland  
Tel: +353 1 656 1000  
Fax: +353 1 656 1001