



Registration of a Charge

Company name: **NORWEGIAN AIR UK LIMITED**

Company number: **09360346**



X7GLHJDK

Received for Electronic Filing: **15/10/2018**

Details of Charge

Date of creation: **28/09/2018**

Charge code: **0936 0346 0019**

Persons entitled: **BOEING CAPITAL CORPORATION, NOT IN ITS INDIVIDUAL CAPACITY
BUT SOLELY AS SECURITY TRUSTEE**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

GWEN EDWARDS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9360346

Charge code: 0936 0346 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2018 and created by NORWEGIAN AIR UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2018 .

Given at Companies House, Cardiff on 17th October 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ASSIGNMENT OF INSURANCES

Dated September 28, 2018

between

NORWEGIAN AIR UK LIMITED

as Assignor

and

BOEING CAPITAL CORPORATION, as Security Trustee,

as Assignee

Save for material redacted pursuant to s 859G of the Companies Act 2006, I certify that this is a true and complete composite original seen by me

G. Edwards

Name: GWENDOLYN EDWARDS

Title: Solicitor

Date: 15/10/18

Hogan Lovells International LLP

Atlantic House, Holborn Viaduct, London, EC1A 2FG

SGR/19272063.3

**One Boeing Model 787-9 Aircraft
Aircraft Manufacturer's Serial Number 63317
UK Registration Mark G-CKWN**

ASSIGNMENT OF INSURANCES

THIS ASSIGNMENT OF INSURANCES (as it may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "Assignment of Insurances" or this "Agreement") is made this September 28, 2018, by and between NORWEGIAN AIR UK LIMITED, a private company limited by shares incorporated under the laws of England and Wales (the "Assignor"), and BOEING CAPITAL CORPORATION, not in its individual capacity, except as expressly stated in the Operative Documents, but solely as security trustee (together with its successors, assigns and co-trustees in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignee has entered into that certain Participation Agreement dated as of the date hereof (as amended, supplemented and otherwise modified from time to time in accordance with the terms thereof, the "Participation Agreement"), by and among Fiskefjorden Limited, as head lessee (the "Lessor"), MSN 63317 LLC, as head lessor (the "Head Lessor"), the Assignee, as security trustee (the "Security Trustee"), MSN 63317 Trust, as head lessor parent, Wilmington Trust Company, as Trustee, Boeing Capital Corporation, as Initial Lender (and, together with any other beneficial owner of a Note, the "Lenders") and Boeing Capital Corporation, as Loan Agent, for the purpose, among other things, of financing the purchase of the Boeing model 787-9 aircraft (generic airframe model 787-9) bearing manufacturer's serial number 63317 and United Kingdom registration mark G-CKWN, equipped with two (2) Rolls-Royce model Trent 1000 engines (generic engine model Rolls-Royce Trent 1000) (the "Aircraft");

WHEREAS, the Head Lessor has entered into that certain Head Lease Agreement dated as of September 28, 2018, providing for the leasing of the Aircraft by the Head Lessor to the Lessor (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Head Lease");

WHEREAS, the Lessor has entered into that certain Aircraft Lease Agreement dated on or about the date hereof, providing for the leasing of the Aircraft from the Lessor to the Assignor (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Lease");

WHEREAS, pursuant to the Head Lease and the Lease, the Assignor is required to effect and maintain the Insurances on the Aircraft; and

WHEREAS, as a condition to permitting the Lessor to enter into the Head Lease and the Lessor and Assignor to enter into the Lease, the Head Lessor requires that the Assignor assign all of its rights, title and interests in and to the Assigned Insurances to the Assignee to secure the respective obligations of each of the Head Lessor, the Lessor and the Assignor under the Operative Documents;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions and Construction.

For all purposes of this Agreement, unless the context otherwise requires, and except as otherwise defined herein, (a) all capitalized terms used in this Agreement (including the Recitals) shall have the meanings set forth in Part I of the Definitions Appendix included as Appendix A to the Participation Agreement, and (b) the rules of construction and interpretation for this Agreement shall be set forth in Part II of such Appendix A.

Section 2. Assignment.

As continuing security for the payment, performance, and discharge of the Secured Obligations, the Assignor does hereby sell, assign, transfer, grant, convey, and set over unto the Assignee, its successors, and its permitted assigns all of the Assignor's rights, title, and interests, present and future, in and to the benefits of the Insurances (excluding liability Insurances) and to any Insurance Proceeds (excluding Insurance Proceeds relating to liability Insurances) relating to the Aircraft (the "Assigned Insurances"). The Assignee does hereby accept this assignment. Pursuant to this Assignment of Insurances, any losses which become payable under the aviation hull all-risk Insurance or the Hull War Risk Insurance assigned hereunder shall be adjusted and paid as follows:

(a) where settlement of any Claim on the basis of a total loss of the Aircraft or Airframe is to be made, payment shall be made to the Assignee in the United States in U.S. Dollars;

(b) where settlement of any Claim (other than a total loss of the Aircraft or Airframe) is to be made otherwise than to a repairer and the amount of the Claim exceeds One Million U.S. Dollars (U.S.\$1,000,000) with respect to the Airframe or Seven Hundred Fifty Thousand U.S. Dollars (\$750,000) with respect to an Engine, payment shall be made to Assignee in the United States in U.S. Dollars; and

(c) where settlement of any Claim (other than a total loss of the Aircraft or Airframe) is to be made otherwise than to a repairer and the amount of the Claim is equal to or less than One Million U.S. Dollars (U.S.\$1,000,000) with respect to the Airframe or Seven Hundred Fifty Thousand U.S. Dollars (\$750,000) with respect to an Engine, payment shall be made to the Assignor;

provided that, in any such case, if the Assignee shall have given the insurers notification that a Material Default has occurred and is continuing, then all losses shall be paid directly to the Assignee in the United States in Dollars.

Any monies and Insurance Proceeds received by the Assignee pursuant to or by virtue of this Assignment of Insurances shall be held and applied by the Assignee in accordance with the provisions of Section 34 to the Participation Agreement.

Section 3. Reassignment.

Upon payment and satisfaction in full of all of the Secured Obligations in relation to the Aircraft, and provided that no Material Default shall have occurred and be continuing, the Assignee, at the sole cost and expense of the Assignor, shall reassign to the Assignor all rights, title and interests in and to the Assigned Insurances.

Section 4. Covenants.

The Assignor hereby covenants with the Assignee that:

(a) the Assignee shall not be under any obligation with respect to the Assigned Insurances or be under any liability whatsoever as a result of any failure of the Assignor to perform its obligations in connection therewith;

(b) for so long as any Event of Default shall have occurred and be continuing, the Assignor shall not exercise any rights or powers conferred on it with respect to the Assigned Insurances unless reasonably requested to do so by the Assignee, whereupon the Assignor shall do so, at the Assignor's own cost and expense, provided that, the Assignee shall not be liable or responsible in any way whatsoever in the event that the exercise by the Assignor of any of its rights or powers under the Assigned Insurances is thereafter adjudged improper unless such adjudication was caused solely by or resulted exclusively from the gross negligence or willful misconduct of the Assignee;

(c) the Assignor shall not sell, transfer, or otherwise dispose of any of its rights, title and interests in or to the Assigned Insurances or any part thereof, and shall not create, grant, permit to subsist, or suffer to exist any Lien over the Assigned Insurances or any part thereof or any interest therein (other than the Lien of this Agreement), and shall duly and promptly at its own cost and expense pay or cause to be paid all sums required to be paid and take such other action as may be necessary to discharge any such Lien so created, permitted to subsist, or suffered to exist by the Assignor as aforesaid;

(d) the Assignor shall not knowingly do anything or take any action which has or would have the effect of prejudicing the rights of the Assignee in any part of the Assigned Insurances;

(e) the Assignor shall (i) upon the execution hereof, execute and deliver to each insurer a notice of this Assignment of Insurances (substantially in the form of Appendix A hereto) and (ii) use reasonable endeavors to, as soon as practicable after the Delivery Date of the Aircraft, deliver or cause to be delivered to the Assignee an acknowledgement by each insurer of such Assignment of Insurances (substantially in the form indicated on Appendix A hereto or such other form as may be reasonably acceptable to the Assignee);

(f) in the event the Assigned Insurances are renewed with insurers other than those insurers to whom the notice of this Assignment of Insurances has been delivered, the Assignor shall (i) promptly deliver to such new insurers a notice of this Assignment of Insurances (substantially in

the form of Appendix A hereto) and (ii) use reasonable endeavors to, as soon as practicable thereafter, deliver or cause to be delivered to the Assignee an acknowledgment by each new insurer of such Assignment of Insurances (substantially in the form indicated on Appendix A hereto or such other form as may be reasonably acceptable to the Assignee); and

(g) throughout the term of the Lease, the Assignor shall maintain the Insurances in full force and effect in accordance with all of the requirements of Section 12 of the Lease and Section 10 of the Head Lease.

Section 5. Continuing Obligations.

Notwithstanding any contrary provision of this Assignment of Insurances or any other Operative Document, the Assignor shall at all times remain liable to perform all of its obligations under the Assigned Insurances (including, without limitation, all of its obligations in respect of premiums payable in respect thereof) and nothing herein or therein contained and no exercise by the Assignee of any right under this Assignment of Insurances, and no failure on the part of the Assignor to perform any or all of the Assignor's obligations under the Assigned Insurances, shall constitute or be deemed to constitute an assumption or acceptance by the Assignee of any obligation of the Assignor or any other Person.

Section 6. Continuing Security.

It is declared and agreed by the Parties hereto that:

(a) subject to Section 3, this Assignment of Insurances and the security hereby constituted shall:

(i) be a continuing security for the payment, performance and discharge in full of the Secured Obligations and shall not be considered as satisfied or discharged or prejudiced by any intermediate payment, performance, discharge, or satisfaction or settlement of any part of the Secured Obligations or any other matter or thing whatsoever;

(ii) be in addition to and not discharge, impair, prejudice, or otherwise affect, or be discharged, impaired, prejudiced, or otherwise affected by, any Lien, guarantee, indemnity, or other right or remedy that the Assignee or any of the other Secured Parties or any other Person may now or at any time hereafter hold for or in respect of the Secured Obligations; and

(iii) not be satisfied, released, discharged, impaired, prejudiced, or otherwise affected by (A) any amendment, modification, variation, supplement, novation, restatement, or replacement of any or all of the obligations of the Assignor under the Lease, the Participation Agreement or any other Operative Document or (B) any other act, fact, matter, event, circumstance, omission, or thing (including, without limitation, the invalidity, unenforceability, or illegality of any of the obligations of the Assignor under the Lease, the Participation Agreement or any other Operative Document or the bankruptcy, liquidation, examination, winding-up, insolvency, dissolution, administration, reorganization, or

amalgamation of, or other analogous event of, or with respect to, the Assignor or any other Person) that, but for this provision, might operate to discharge, impair, prejudice, or otherwise affect the rights of the Assignee under this Assignment of Insurances, the Lease, the Participation Agreement or any other Operative Document or that, but for this provision, might constitute a legal or equitable discharge of the security hereby created; and

(b) all the rights and powers vested in the Assignee by this Assignment of Insurances may be exercised from time to time and as often as the Assignee may in its reasonable judgment deem necessary or advisable.

Section 7. Enforcement of Lien.

At such time as an Event of Default shall have occurred and be continuing, the Assignee shall be entitled, without notice or demand, to:

(a) exercise any and all rights of the Assignor under or in connection with the Assigned Insurances including, without limitation, any and all rights of the Assignor to demand or otherwise require payment of any amount under the same;

(b) collect, receive, or compromise and give a good discharge for all Claims then outstanding or thereafter arising under the Assigned Insurances and to take over or institute all such suits, legal actions, or other proceedings in connection therewith as the Assignee in its reasonable judgment considers appropriate;

(c) settle, adjust, refer to arbitration, compromise, or arrange any Claims, accounts, disputes, questions and demands with or by any person who is, or claims to be, a creditor of the Assignee having a Claim that relates or is alleged to relate in any way to the Assigned Insurances or any part thereof, in such manner and on such terms as the Assignee in its reasonable judgment considers appropriate; and

(d) do all other acts or things which the Assignee considers in its reasonable judgment necessary or desirable for the realization of the Assigned Insurances or any part thereof or incidental to any of the matters, powers, authorities, or discretions conferred on the Assignee under or by virtue of this Assignment of Insurances, and to exercise in relation to the Assigned Insurances or any part thereof all such powers, authorities and discretions as the Assignee would be capable of exercising if the Assignee were the absolute beneficial owner of the same.

Section 8. Other Provisions.

(a) The Assignee shall not be obliged to make any inquiry as to the nature or sufficiency of any payment received by it under this Assignment of Insurances, or to make any payment or to make any claim or to take any action to collect any monies hereby assigned or to enforce any rights and benefits hereby assigned to the Assignee or to which the Assignee may at any time be entitled under this Assignment of Insurances.

(b) The Assignee shall not be liable as assignee in respect of the security created hereunder to account or be liable for any loss upon the realization thereof or for any neglect or default of any nature whatsoever in connection therewith for which any assignee may be liable as such except for any loss or neglect or default solely caused by or arising out of the gross negligence or willful misconduct of the Assignee.

(c) Any settlement or discharge between (i) the Assignee and (ii) the Assignor or any other Person shall be conditional upon no security or payment to the Assignee by the Assignor or such other Person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, examination, administration, reorganization, amalgamation, or other analogous event or proceeding for the time being in force.

Section 9. Further Assurances.

The Assignor, at its own cost and expense and from time to time, shall execute, acknowledge, deliver, file and register all such additional documents, instruments, agreements, certificates, consents and assurances and do all such other acts and things as may be necessary or reasonably desirable, or as the Assignee may reasonably request from time to time, in order to maintain or perfect the Lien intended to be constituted by this Assignment of Insurances or to enable the Assignee to obtain the full benefits of this Assignment of Insurances and to exercise and enforce its rights and remedies under this Assignment of Insurances.

Section 10. Power of Attorney.

(a) The Assignor hereby irrevocably appoints the Assignee to be its true and lawful attorney (with full power of substitution and delegation) for and in its name and on its behalf and as its act and deed to sign, seal, execute, deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things that the Assignee may in its reasonable judgment deem to be necessary or advisable in order to give full effect to the purposes of this Assignment of Insurances including, without limitation, to ask, require, demand, receive, compound and give acquittance for any and all moneys and Claims for any and all moneys due under or arising out of the Assigned Insurances, to endorse any check, draft, or other document, instrument or order in connection therewith and to make any Claim or to take any action or to institute any suit, legal action or other proceeding that the Assignee may consider in its reasonable judgment to be necessary or advisable in connection with the Assigned Insurances, and generally in the Assignor's name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Assignment of Insurances or Applicable Law and, without prejudice to the generality of the foregoing, to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument, act, or thing that the Assignee may in its reasonable judgment deem appropriate for the purpose of exercising any of such powers, authorities and discretions. The foregoing Power of Attorney is irrevocable and is coupled with an interest.

(b) The Assignor hereby unconditionally and irrevocably ratifies and confirms and agrees to ratify and confirm whatever any such attorney appointed pursuant to Section 10(a) shall,

reasonably and in good faith, do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions conferred pursuant to Section 10(a).

Section 11. Indemnification and Expenses.

Assignor hereby agrees to pay to the Assignee all reasonable expenses of the Assignee incurred (a) in connection with the enforcement of this Assignment of Insurances or the reassignment contemplated in Section 3 of this Assignment of Insurances and (b) as a result of any default by the Assignor in the performance of any of its obligations under this Assignment of Insurances.

Section 12. Jurisdiction; Service of Process; Venue; Waiver of Immunity.

Each of the Assignor and the Assignee hereby acknowledges and confirms that this Agreement is one of the Operative Documents and as a result all of the provisions of Sections 11(a) through 11(f) of the Participation Agreement are hereby incorporated herein by reference thereto (with the Assignor mutatis mutandis for Head Lessee) as fully and to the same extent as if set forth herein, and each of the Assignor and the Assignee hereby specifically consents to each of the provisions therein set forth (including, without limitation, those provisions setting forth (a) the courts in which any suit, action or proceeding may be brought; (b) the Assignor's submission to the non-exclusive jurisdiction of such courts; (c) the appointment of process agents and the manner in which legal process may be served on the Assignor; (d) the procedures for appointing new process agents; (e) the effect, if any, of a failure by the process agent to notify the Assignor; (f) the waiver of objections to any suit, action or proceeding based upon venue or forum non conveniens; (g) the effect of a final judgment and where and how it can be enforced; (h) the Assignor's waiver of immunities (including sovereign and diplomatic immunity); and (i) the effect of the non-exclusive submission to jurisdiction by the Assignor).

Section 13. WAIVER OF JURY TRIAL.

FOR THE PURPOSES OF THIS ASSIGNMENT OF INSURANCES AND EACH OTHER OPERATIVE DOCUMENT TO WHICH IT IS OR WILL BECOME A PARTY, EACH OF THE ASSIGNOR AND THE ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR THEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS ASSIGNMENT OF INSURANCES, OR ANY OTHER OPERATIVE DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF ANY PARTY HERETO OR THERETO, OR ANY OTHER PERSON, RELATING TO THE OPERATIVE DOCUMENTS.

Section 14. GOVERNING LAW.

THIS ASSIGNMENT OF INSURANCES SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.

Section 15. Miscellaneous.

(a) Notices and Communications. Each of the Assignor and the Assignee hereby acknowledges and confirms that this Assignment of Insurances is one of the Operative Documents and as a result all of the provisions of Section 11(c) of the Participation Agreement are hereby incorporated herein by reference thereto (with the Assignor mutatis mutandis for Head Lessee and the Assignee mutatis mutandis for the Security Trustee) as fully and to the same extent as if set forth herein (including, without limitation, (i) the manner in which all notices or other communications are to be made hereunder, (ii) the time as of which such notices or communications shall be deemed to have been given or made and (iii) the address to which such notices or communications are to be sent).

(b) Amendments. No provision of this Assignment of Insurances may be amended, changed, waived, discharged or terminated except in accordance with the provisions of Section 32(b) of the Participation Agreement.

(c) Waiver by Assignor; No Discharge. The Assignor waives presentation to, demand of payment from, and protest to, Assignor or Lessor of any of Assignor's or Lessor's obligations, and also waives notice of protest for nonpayment. The obligations of the Assignor hereunder shall not be affected by (i) the failure of any Secured Party to assert any claim or demand or to exercise or enforce any right or remedy against Assignor or Lessor under the provisions of this Agreement or any other Operative Document or otherwise or (ii) the release of any of the security held by any Secured Party with respect to obligations under this Agreement or any other Operative Document.

(d) No Waiver; Cumulative Remedies. No failure or delay on the part of the Assignee to exercise any right, power, or privilege provided for in this Assignment of Insurances will constitute a waiver of such right, power, or privilege or of any obligation of the Assignor under this Assignment of Insurances, nor will the exercise of any such right, power, or privilege preclude any further exercise thereof. The rights and remedies provided for in this Assignment of Insurances are cumulative and not exclusive of any rights or remedies which the Assignee may otherwise have. No notice to or demand upon the Assignor in any instance shall entitle the Assignor to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the rights of the Assignee to any other or further action in any such circumstances without notice, claim or demand.

(e) Partial Illegality. Any provision of this Assignment of Insurances that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the

extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the Parties hereto waive any provision of law which renders any provision hereof or thereof prohibited or unenforceable in any respect.

(f) Effectiveness. This Assignment of Insurances shall become effective upon the execution and delivery hereof by each of the Parties hereto.

(g) Benefit of Agreement. This Assignment of Insurances shall be binding upon, and inure to the benefit of, and be enforceable by, the Assignor and the Assignee and their respective successors, permitted assigns and transferees; provided that the Assignor may not further assign or transfer any of its rights or delegate any obligation or duties under this Assignment of Insurances to any Person (except as expressly permitted by the terms hereof).

(h) Complete Agreement. Except for the other Operative Documents, this Assignment of Insurances contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral communications or agreements with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be considered an original, and when taken together shall constitute but one and the same instrument, and any of the Parties hereto may execute this Agreement by signing any such counterpart.

[signature pages follow]

[Assignment of Insurances]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Insurances to be duly executed as of the day and year first above written.

SIGNED AND DELIVERED AS A DEED

for and on behalf of:

NORWEGIAN AIR UK LIMITED

by its lawfully appointed attorney

[REDACTED]

in the presence of:

witness name: Edmond THOMPSON

witness address: [REDACTED]

witness occupation: [REDACTED]

BOEING CAPITAL CORPORATION, not in its individual capacity, except as expressly stated in the Operative Documents, but solely as Security Trustee

By: _____
Name:
Title:

[Assignment of Insurances]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Insurances to be duly executed as of the day and year first above written.

SIGNED AND DELIVERED AS A DEED

for and on behalf of:

NORWEGIAN AIR UK LIMITED

by its lawfully appointed attorney

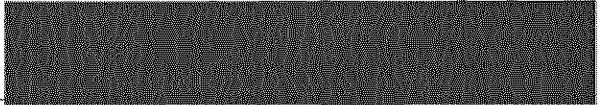
in the presence of:

witness name: _____

witness address: _____

witness occupation: _____

BOEING CAPITAL CORPORATION, not in its individual capacity, except as expressly stated in the Operative Documents, but solely as Security Trustee

By: 

Name: Richard C. Hammond

Title: VP, Global Head of Customer Finance

APPENDIX A
to Assignment of Insurances

FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

September 28, 2018

To: JLT Specialty Limited

NORWEGIAN AIR UK LIMITED (the "Assignor") hereby gives you, as authorized broker for Lloyd's of London and various insurance companies, notice that by an Assignment of Insurances dated the date hereof (the "Assignment of Insurances"), a copy of which is attached hereto, it has, with respect to one Boeing Model 787-9 Aircraft (generic airframe model 787-9) bearing Manufacturer's serial number 63317 and United Kingdom Registration Mark G-CKWN and equipped with two Rolls-Royce Trent 1000 Engines (the "Aircraft"), assigned, transferred and set over to BOEING CAPITAL CORPORATION (not in its individual capacity, but solely as Security Trustee for the Secured Parties) (the "Assignee") all of the Assignor's rights, title and interests, present and future, in and to (i) the benefits of any and all Insurances (excluding liability Insurances), (ii) any and all Insurance Proceeds (excluding Insurance Proceeds relating to liability Insurances), and (iii) any and all Claims (excluding Claims relating to liability Insurances), in each case in respect of the Aircraft.

All capitalized terms used herein shall have the meanings set forth in the Assignment of Insurances (including the meanings defined therein by reference to another document), and the rules of construction and interpretation applicable to the Assignment of Insurances shall also be applicable herein.

You are requested to sign the acknowledgement of this notice below and return it to the Assignee.

NORWEGIAN AIR UK LIMITED

By: _____
Name:
Title:

ACKNOWLEDGMENT

We hereby acknowledge and agree to the Assignment of Insurances between Norwegian Air UK Limited and Boeing Capital Corporation, not in its individual capacity, but solely as Security Trustee for the Secured Parties, relating to the Boeing 787-9 aircraft (generic airframe model 787-9) having manufacturer's serial number 63317 and United Kingdom registration mark G-CKWN as referenced in the Notice to the undersigned from Norwegian Air UK Limited. We confirm that we have received a conformed copy of the Assignment of Insurances and have not previously received notice of any other assignment of insurances relating to the Aircraft.

JLT Specialty Limited

By: _____
Name:
Title:

Date: _____, 2018