



**Registration of a Charge**

Company name: **WIZZ AIR UK LIMITED**

Company number: **10982241**

Received for Electronic Filing: **14/11/2018**



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**Details of Charge**

Date of creation: **13/11/2018**

Charge code: **1098 2241 0007**

Persons entitled: **ACCIPITER INVESTMENTS AIRCRAFT 3 LIMITED**

Brief description: **ASSIGNMENT OF INSURANCES IN RESPECT OF ONE (1) AIRBUS A321-200 MODEL AIRCRAFT BEARING MANUFACTURER'S SERIAL NUMBER 8600, AND INCLUDING TWO (2) INTERNATIONAL AERO ENGINE MODEL V2533-A5 ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS V18872 AND V18873.**

**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:

**PILLSBURY WINTHROP SHAW PITTMAN LLP**



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

Company number: 10982241

Charge code: 1098 2241 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2018 and created by WIZZ AIR UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2018 .

Given at Companies House, Cardiff on 16th November 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

**EXECUTION VERSION**

**ASSIGNMENT OF INSURANCES**

Between

**WIZZ AIR UK LIMITED**

and

**ACCIPITER INVESTMENTS AIRCRAFT 3 LIMITED**

Relating to one (1) Airbus Model A321-200 aircraft

MSN 8600

**THIS ASSIGNMENT OF INSURANCES** (this “**Assignment**”) is made as a deed this 13 day of November 2018 between Accipiter Investments Aircraft 3 Limited, a limited liability company incorporated and existing under the laws of Ireland having its registered office at 28/29 Sir John Rogerson's Quay, Dublin 2, Ireland (“**Lessor**”) and Wizz Air UK Limited, a company incorporated and existing under the laws of England and Wales having its registered office at Main Terminal Building, London Luton Airport, Luton LU2 9LY, United Kingdom (“**Sublessee**”).

#### RECITALS

A. Pursuant to an Aircraft Lease Agreement dated 22 November 2017, between Lessor and Wizz Air Hungary Ltd. (“**Lessee**”) (as amended, supplemented or modified from time to time, the “**Lease**”), Lessor has agreed to lease to Lessee the Aircraft hereinafter defined.

B. Pursuant to a Sublease Agreement dated 13 November 2018, between the Lessee and the Sublessee (as amended, supplemented or modified from time to time, the “**Sublease**”), Lessee has agreed to lease to Sublessee the Aircraft hereinafter defined.

C. It is a condition precedent to the leasing of the Aircraft hereafter defined to Lessee that Sublessee enters into this Assignment in favor of Lessor (and its successors and assigns).

NOW, THEREFORE, it is hereby agreed as follows:

#### 1. DEFINITIONS

(A) In this Assignment:

“**Aircraft**” means the Airbus Model A321-200 aircraft bearing manufacturer’s serial number 8600, including the two (2) Engines.

“**Collateral**” means all of the right, title and interest of Sublessee, present and future, in and to (i) the benefits of all policies and contracts of insurance (including any reinsurance) from time to time taken out in respect of the Aircraft and required to be maintained pursuant to the terms of the Lease (other than insurances in respect of liability), and (ii) all the benefits of such policies and contracts of insurance, including all claims of whatsoever nature thereunder and rights to return of premiums in respect thereof.

“**Engine**” means (i) each of the International Aero Engine Model V2533-A5 engines, manufacturer’s serial numbers V18872 and V18873, installed on the Aircraft at the time of delivery thereof to Lessee under the Lease, and (ii) each replacement engine which may, in accordance with the provisions of the Lease, from time to time be substituted for any such engine.

**“Secured Obligations”** means any and all obligations of Lessee (whether or not for the payment of money, and including any obligation to pay damages for breach of contract) which are now or at any time owed to Lessor under the Lease.

(B) In this Assignment:

- (i) terms defined in or rules of interpretation or construction set forth in the Lease except as otherwise expressly provided herein, shall have the same meanings or effect in this Assignment;
- (ii) any reference to this Assignment or any other document or agreement shall be construed as a reference to this Assignment or such other document or agreement as the same may have been, or may from time to time be, amended, varied or supplemented by agreement between the parties thereto;
- (iii) any reference to a Clause or a Schedule is a reference to a clause or schedule hereof;
- (iv) Clause headings are for ease of reference only; and
- (v) any reference to a statute or other legislative provision shall be construed as a reference to such statute or such other legislative provision as the same may have been, or may from time to time be, amended, supplemented or re-enacted.

## 2. ASSIGNMENT

- (A) As security for the Secured Obligations, Sublessee hereby assigns to Lessor all of Sublessee's right, title and interest in and to the benefits of the Collateral, provided that until an Event of Default under the Lease has occurred and is continuing, Sublessee shall be entitled to exercise all of such right, title and interest in and to the Collateral in such manner as it may deem appropriate to the exclusion of Lessor.
- (B) Upon the earlier of (i) (provided no Event of Default under the Lease has occurred and is continuing) the termination or expiry of the Sublease, and (ii) the discharge in full of the Secured Obligations and the return of the Aircraft to Lessor in accordance with the requirements of the Lease, Lessor will, at the request and cost of Sublessee, (i) reassign, without recourse or warranty, the right, title and interest in and to the Collateral assigned by Sublessee to Lessor pursuant to Clause 2(A) hereof, and (ii) notify the parties referred to in Clause 3(A)(ii) hereof of such reassignment.

3. COVENANTS

(A) Sublessee hereby covenants as follows:

- (i) Sublessee will promptly and diligently perform or cause to be performed the obligations (to the extent that non-performance of such obligations would materially adversely affect the right, title and interest assigned in Clause 2(A) hereof) on its part contained in any documents and agreements included in the Collateral or under which its rights to the Collateral arise, and Sublessee further agrees to take all steps reasonably required to preserve or protect its interest and the interests of Lessor in the Collateral;
- (ii) upon the execution hereof, Sublessee agrees to give notice of this Assignment to all insurers and insurance brokers in respect of the policies required to be maintained under the terms of the Lease in the form set out in Schedule 1 hereof; and
- (iii) Sublessee agrees to furnish to Lessor from time to time such information and reports regarding the Collateral as Lessor may reasonably request.

(B) Sublessee hereby covenants that it will not, without the prior written consent of Lessor:

- (i) sell, assign or otherwise dispose of any of the Collateral or create or suffer to exist any Lien (as such term is defined in the Lease) upon or with respect to any of the Collateral, except for this Assignment; or
- (ii) give any consent, waiver or approval under any document or agreement included in the Collateral or under which its rights to the Collateral arise or take any other action in connection with the Collateral which, in any case, would materially adversely affect the right, title or interest assigned by Sublessee to Lessor in Clause 2(A) above.

4. SUBLESSEE'S CONTINUING OBLIGATIONS

Notwithstanding anything to the contrary herein, Sublessee agrees with Lessor that:

- (i) Sublessee shall at all times remain liable to perform all the duties and obligations expressed to be assumed by it in relation to the Collateral or in any document or agreement included in or

pertaining to the Collateral or under which its rights to the Collateral arise to the same extent as if this Assignment had not been executed;

- (ii) the exercise by Lessor of any of the right, title or interest assigned hereunder shall not release Sublessee from any of its duties or obligations expressed to be assumed by it in relation to the Collateral or in any document or agreement included in or pertaining to the Collateral or under which its rights to the Collateral arise; and
- (iii) Lessor shall not have any obligation or liability in relation to the Collateral by reason of, or arising out of, this Assignment or be obliged to perform any of the duties or obligations of Sublessee expressed to be assumed by it in relation to the Collateral or in any document or agreement included in or pertaining to the Collateral or under which its rights to the Collateral arise or to make any payment or any inquiry as to the sufficiency of any payment received by Lessor or to present or file any claim or to take any other action to collect or enforce any claim for any payment or other right assigned hereunder.

#### 5. POWER OF ATTORNEY

Sublessee hereby irrevocably and by way of security appoints Lessor as its attorney for and on its behalf, and in its name, and as its act and deed, from time to time at Lessor's discretion:

- (A) to execute, seal and deliver and otherwise perfect any such document as is referred to in Clause 9;
- (B) to take any action and to execute, seal and deliver or otherwise perfect any instrument which Lessor may deem necessary or desirable to accomplish the purposes of this Assignment, including without limitation, to ask, demand, collect, sue for, recover, compound, receive and give acquittances and receipts for moneys due and to become due under or in connection with the Collateral, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection therewith, and to file any claims or take any action or institute any proceedings which Lessor may deem to be necessary or desirable for the collection thereof; and



- (C) to do all such acts and execute all such documents as Sublessee itself could have done or executed in relation to the Collateral assigned pursuant to this Assignment;

PROVIDED THAT (i) Lessor shall not exercise the power contained in this Clause until the occurrence of an Event of Default under, and as such term is defined in, the Lease which has not been waived by, or remedied to the satisfaction of, Lessor, (ii) the exercise of such power by Lessor shall not put any person dealing with it upon any duty of enquiry as to whether an Event of Default has occurred and is continuing nor shall any such person be in any way affected by notice to the contrary, and (iii) the exercise by Lessor of the power contained in this Clause shall (as between Lessor and any such person) be conclusive evidence of Lessor's right to exercise the same.

#### 6. CONSOLIDATION

Neither Section 93 nor Section 103 of the Law of Property Act 1925 shall apply to this Assignment or to the security hereby created.

#### 7. APPLICATION OF MONEYS

All moneys received by Lessor pursuant to this Assignment shall be applied in accordance with the provisions of the Lease or, if there are no applicable provisions of the Lease, to such of the Secured Obligations as Lessor may deem appropriate.

#### 8. CONTINUING AND INDEPENDENT SECURITY

- (A) This Assignment and the security hereby created shall be a continuing security and in particular but without limitation shall not be, nor be considered as, satisfied by any intermediate discharge or payment on account of any liabilities or any settlement of accounts between Lessor and Lessee.
- (B) This Assignment and the security hereby created shall be in addition to and not in substitution for or derogation of any other security (whether given by Lessee, Sublessee or otherwise) now or from time to time hereafter held by Lessor in respect of or in connection with any or all of the moneys and liabilities hereby secured.
- (C) Lessor need not before exercising any of the rights, powers or remedies conferred upon it by this Assignment or by law (i) take action or obtain judgment against Lessee, Sublessee or any other person in any court, (ii) make or file any claim or proof in a winding-up or liquidation of Lessee,

Sublessee or of any other persons, or (iii) enforce or seek to enforce the recovery of the moneys or obligations hereby secured or any other security such as is mentioned in Clause 8(B) hereof.

- (D) Lessor may in its discretion (i) grant time or other indulgence or make any other arrangement in respect of any of the Secured Obligations or of any other security therefor or of any other company or person not parties hereto, or (ii) vary any provision of the Lease or any document or agreement entered into pursuant thereto or in connection therewith without prejudice to this security, and the security created by this Assignment shall not be in any way discharged or impaired by reason of any other circumstance which might (but for this provision) constitute a legal or equitable discharge of such security.

#### 9. FURTHER ASSURANCE

Sublessee covenants that it will from time to time, at Sublessee's own cost and expense and at the request of Lessor, promptly do all such things and execute, acknowledge, deliver, file and register all such documents, instruments, agreements, certificates, consents and assurances as Lessor may reasonably consider necessary or desirable in order to give full effect to this Assignment or to perfect the security interest intended to be constituted by this Assignment or to enable Lessor to exercise and enforce the rights and remedies contained herein in respect of the Collateral. Lessor agrees that it will, at the request and cost of Sublessee, in circumstances where an Event of Default has been waived by, or remedied to the satisfaction of, Lessor, notify the parties referred to in Clause 3(A)(ii) hereof of such fact.

#### 10. SUCCESSORS IN TITLE

This Assignment shall be binding on and enure to the benefit of each of the parties hereto and their respective successors and assigns. Lessor may assign or otherwise transfer all or any of its rights hereunder to an assignee or transferee to which Lessor shall have transferred any of Lessor's rights or interest under the Lease, whereupon all references in this Assignment to Lessor shall, thereafter, be read and construed to include such assignee or transferee (but only to the extent of its interests if less than all interests of Lessor shall have been transferred or are transferred for collateral security).

#### 11. NOTICES

- (A) Each communication between the parties pursuant hereto shall be made in writing and in the English language but, unless otherwise stated, may be made by telex or letter or any form of facsimile transmission.

(B) Any communication or document to be delivered by one party to another pursuant to this Assignment shall (unless that other party has by fifteen days' prior written notice to the other specified another address) be delivered to that party addressed as follows:

(i) to Lessor at:

Accipiter Investments Aircraft 3 Limited  
28/29 Sir John Rogerson's Quay  
Dublin 2  
Ireland

Email: [directors@accipiter.ie](mailto:directors@accipiter.ie)  
Attention: The Directors

with a copy to:

Accipiter Holdings DAC  
28/29 Sir John Rogerson's Quay  
Dublin 2  
Ireland

Email: [directors@accipiter.ie](mailto:directors@accipiter.ie)  
Attention: The Directors

(ii) if to Sublessee at:

Wizz Air UK Limited  
Main Terminal Building  
London Luton Airport  
Luton LU2 9LY  
United Kingdom

Facsimile: +36 1 777 9444  
Email: [legal\\_notices@wizzair.com](mailto:legal_notices@wizzair.com)  
Attention: Legal Department

with a copy to:

Wizz Air Hungary Ltd.  
Laurus Offices  
Kőér u. 2/A, Building B  
H-1103 Budapest Hungary

Fax: +36 1 777 9444  
Email: [legal\\_notices@wizzair.com](mailto:legal_notices@wizzair.com)

Attention: Legal Department

and shall be deemed to have been delivered when dispatched (in the case of any communication made by telex or any form of facsimile transmission) or (in the case of any communication made by letter) when left at that address, or (as the case may be) five (5) Business Days after being deposited in the post first class airmail postage prepaid in an envelope addressed to it at that address; provided that any communication or document to be delivered by Sublessee to Lessor shall be effective only when received by Lessor in a fully legible form and then only if the same is expressly marked for the attention of the department or officer specified above (or such other department or officer as Lessor shall from time to time specified for this purpose).

12. GOVERNING LAW AND JURISDICTION

- (A) This Assignment, and any non-contractual obligations arising out of or in connection with this Assignment, shall be subject to, governed by and construed in accordance with the laws of England.
- (B) Sublessee irrevocably agrees for the benefit of Lessor that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Assignment and for such purpose irrevocably submits to the jurisdiction of such courts.
- (C) Sublessee hereby consents generally in respect of any legal action or proceeding arising out of or in connection with this Assignment to the giving of any relief or the issue of any process in connection with such action or proceeding including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceeding.

IN WITNESS WHEREOF, this Assignment has been executed as a deed and is intended to be and is delivered on the day and year first written above.

EXECUTED as a Deed  
by WIZZ AIR UK LIMITED  
acting by \_\_\_\_\_

in the presence of:-

Signature Redacted

**Tamás Pekár**

Occupation Redacted

Signature Redacted

Signature of Witness

Occupation Redacted

Occupation of Witness

Address Redacted

Address of Witness

**SIGNED AND DELIVERED** as a Deed  
for and on behalf of **ACCIPITER INVESTMENTS AIRCRAFT 3 LIMITED**  
by its lawfully appointed attorney

\_\_\_\_\_  
in the presence of:-



Signature Redacted

\_\_\_\_\_  
Occupation Redacted

Brian O'Leary  
in the presence of:-



Signature Redacted

\_\_\_\_\_  
Occupation Redacted

\_\_\_\_\_  
Signature Redacted

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Occupation Redacted  
Occupation of Witness

\_\_\_\_\_  
Address Redacted  
Address of Witness

## SCHEDULE 1

### NOTICE OF ASSIGNMENT

To: JLT Specialty Limited

Re: One Airbus Model A321-200 aircraft bearing Manufacturer's serial number 8600

We, Wizz Air UK Limited (the “Assignor”) and Accipiter Investments Aircraft 3 Limited (the “Assignee”), hereby give you notice that by an Assignment of Insurances dated \_\_\_\_\_, 2018 (the “Assignment”), an unexecuted copy of which has been provided to you, Assignor has assigned and agreed to assign by way of security to Assignee, all Assignor's right, title and interest in and to all benefits of the insurance (other than insurance in respect of liability) maintained or required to be maintained pursuant to the terms of Clause 14 of the Aircraft Lease Agreement dated 22 November, between Assignee and Wizz Air Hungary Ltd. relating to the above-referenced Aircraft.

Terms defined in the Assignment (including terms defined therein by reference to another document) shall have the same meanings herein.

Until you are notified to the contrary by Assignee: (i) all insurance proceeds in respect of a loss not exceeding \$500,000 shall be paid directly to Assignor or its designee, (ii) all insurance proceeds in respect of a loss exceeding \$500,000 shall be paid to such parties as may be necessary to repair the Aircraft, (iii) if a Default has occurred and is continuing, all insurance proceeds which would otherwise be paid to the Assignor shall be paid to Assignee or its designee and (iv) in respect of any claim (irrespective of the dollar amount thereof) in respect of an actual, agreed, arranged, compromised or constructive total loss shall be paid directly to Assignee or its designee.

This notice revokes any previous notice given to you in respect of the Aircraft.

Please confirm receipt of this notice to:

Email: [directors@accipiter.ie](mailto:directors@accipiter.ie)

Attention: The Directors

Schedule 1

You are requested to sign the acknowledgment of this Notice of Assignment in the space below and return it to the Assignee.

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

**WIZZ AIR UK LIMITED**

Assignor

By: \_\_\_\_\_

Name:

Title:

**ACCIPITER INVESTMENTS AIRCRAFT 3 LIMITED**

Assignee

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Schedule 1

MSN 8600 - Assignment of Insurances

4831-1477-1065.v2



## ACKNOWLEDGMENT

Acknowledged by:

We confirm that we have not previously received notice of any other assignment of the Collateral.

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for and on behalf of JLT SPECIALTY LIMITED

Dated: \_\_\_\_\_, 2018

Schedule 1