



**Registration of a Charge**

Company Name: **WIZZ AIR UK LIMITED**

Company Number: **10982241**



XCDDQ70Y

Received for filing in Electronic Format on the: **03/10/2023**

**Details of Charge**

Date of creation: **29/09/2023**

Charge code: **1098 2241 0030**

Persons entitled: **DYNAM AVIATION IRELAND FIVE LIMITED**

Brief description:

**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 ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



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

Company number: 10982241

Charge code: 1098 2241 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2023 and created by WIZZ AIR UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2023 .

Given at Companies House, Cardiff on 5th October 2023

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

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

*John Rose Publicist LP*

Sign & Dated *02/09/23*

Dated 29 September 2023

WIZZ AIR UK LIMITED  
(the "Lessee")

and

DYNAM AVIATION IRELAND FIVE LIMITED  
(the "Lessor")

ASSIGNMENT OF INSURANCES  
relating to

one (1) Airbus A321-271NX aircraft with manufacturer's serial number 11492  
and equipped with two (2) two Pratt & Whitney PW1133GA-JM engines

McCann FitzGerald LLP  
Solicitors  
Riverside One  
Sir John Rogerson's Quay  
Dublin 2  
RCSC\63692152.3

Clause	Contents	Page
1.	Interpretation.....	2
2.	Covenant to pay and perform.....	4
3.	Assignment.....	4
4.	Notices of Assignment .....	5
5.	Representation.....	5
6.	Enforcement of Security by Lessor .....	5
7.	Power of Attorney.....	5
8.	Further Assurance.....	6
9.	Security.....	6
10.	Exercise of Powers .....	6
11.	Severability .....	7
12.	Waivers and Remedies Cumulative .....	7
13.	Notices .....	7
14.	Counterparts.....	9
15.	Law .....	9
16.	Jurisdiction.....	9
	SCHEDULE 1 .....	10

THIS ASSIGNMENT is made on 29 September 2023

**BETWEEN:**

- (1) **WIZZ AIR UK LIMITED**, a company incorporated under the laws of England and Wales and having its registered office at Main Terminal Building, London Luton Airport, Luton LU2 9LY, United Kingdom ("Lessee"); and
- (2) **DYNAM AVIATION IRELAND FIVE LIMITED**, a private company limited by shares incorporated in Ireland and having its registered office at 32 Molesworth Street, Dublin 2 Ireland (the "Lessor").

**BACKGROUND:**

- (A) Pursuant to the Lease, the Lessor agreed to lease, and the Lessee agreed to take on lease, the Aircraft for the period and upon the terms and conditions contained in the Lease.
- (B) The Lessee has agreed to execute this Assignment as security for the Secured Obligations.

**IT IS AGREED** as follows:

**1. Interpretation**

**1.1 Definitions**

Unless otherwise expressly defined herein, capitalised words and expressions used in the Lease shall have the same respective meanings when used herein and:

"Aircraft" means one (1) Airbus A321-271NX aircraft with manufacturer's serial number 11492 and two (2) Pratt & Whitney PW1133GA-JM engines with manufacturer's serial numbers P800676 and P800702 (each an "Engine"), and as further described in the Lease;

"Assigned Property" means all the Lessee's present and future right, title and interest (whether contractual, proprietary or of any other kind and including the right to sue for damages and any returned premium) under or in connection with:

- (a) the Insurance Proceeds; and/or
- (b) any Requisition Proceeds;

"Hull Insurances" means the contracts and policies of hull and hull war insurance relating to the Aircraft required to be maintained by the Lessee under Clause 18 (*Insurance*) of the Lease;

"Insurance Proceeds" means all proceeds received, in whatever form they may be, under the Hull Insurances following the occurrence of a Total Loss and other proceeds of claims under the Hull Insurances and all other amounts payable to the Lessee under or in respect of the Hull Insurances, including damages for breach and return of premium and all amounts from time to time standing to the credit of any account into which such proceeds may be paid and any substitute asset or product of such proceeds but not including, for the avoidance of any doubts, benefits or claims in respect of third party liability insurance;

**"Insurances"** means the contracts and policies of insurance in respect of the Aircraft maintained by the Lessee pursuant to Clause 18 (*Insurance*) of the Lease;

**"Insurer"** means any insurer from time to time under the Insurances;

**"Lease"** means the aircraft lease agreement in respect of the Aircraft dated 28 September 2023 and made between the Lessor, as lessor, and the Lessee, as lessee;

**"Losses"** means any taxes, liabilities, obligations, settlements, losses, actions, claims, charges, proceedings, indemnity payments, increased costs, damages, penalties, fines, fees, costs and expenses of whatsoever kind and nature at any relevant time;

**"Receiver"** means any one or more receivers and/or managers appointed by the Lessor under this Assignment;

**"Requisition Proceeds"** means any proceeds of requisition (whether for title, use, hire or otherwise), confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft, any Engine or Part;

**"Secured Obligations"** means all moneys, liabilities and obligations which are now or which may at any time and from time to time hereafter be due, owing, payable or incurred or expressed to be due, owing, payable or incurred by the Lessee to the Lessor in any currency, actually or contingently, with another or other, as principal or surety, on any account whatsoever under this Assignment, any of the other Operative Documents or as a consequence of any breach, non-performance, disclaimer or repudiation by the Lessee (or by a liquidator, receiver, administrative receiver, administrator, examiner or any similar officer in respect of the Lessee) of its obligations owed to the Lessor under the Lease, this Assignment or any other Operative Document to which it is a party;

**"Security"** means any mortgage, pledge, lien, charge, assignment, right of detention, hypothecation, statutory right in rem or security interest or any other agreement or arrangement having a similar effect;

**"Security Period"** means the period from the date of this Assignment until the date all the Secured Obligations have been irrevocably and unconditionally performed or discharged in full; and

**"Security Trustee"** means Bayerische Landesbank.

## 1.2 Construction

(a) In this Assignment, unless the contrary intention appears, a reference to:

- (i) an **"authorisation"** includes an authorisation, consent, approval, resolution, permit, certificate, declaration, licence, exemption, filing, registration or notarisation;
- (ii) a **"person"** includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;

- (iii) a "Party" means a party to this Assignment;
  - (iv) a "regulation" includes any regulation, rule, order, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (v) a Clause, a Subclause or a Schedule or part thereof is a reference to a Clause or subclause of, or a schedule (or part thereof) to, this Assignment; and
  - (vi) a Party or any other person includes its successors in title, permitted assigns and permitted transferees.
- (b) Where the context so admits, words importing the singular number only shall include the plural and vice versa, and words importing the neuter gender shall include the masculine or feminine gender.
- (c) In this Assignment unless expressly provided to the contrary, no person who is not a Party may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- (d) The headings in this Assignment do not affect its interpretation.

## 2. Covenant to pay and perform

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Lessee covenants and undertakes with the Lessor that the Lessee shall pay and discharge to the Lessor when due every sum now or hereafter owing, due or incurred in respect of the Secured Obligations when the same become due for payment or discharge pursuant to the Operative Documents.

## 3. Assignment

- 3.1 The Lessee hereby assigns and agrees to assign the Assigned Property to the Lessor by way of security for the Secured Obligations.
- 3.2 This Assignment does not constitute an assignment of any policies representing the Insurances but only of the benefit, rights, title and interest in the Insurance Proceeds and only insofar as the same relate to the Aircraft.
- 3.3 The Lessor shall not incur any liabilities whatsoever in respect of the Insurances by virtue of this Assignment. The Lessee remains liable to perform all the obligations assumed by it under or in connection with the Insurances.
- 3.4 Any Requisition Proceeds or Insurance Proceeds received by the Lessor pursuant to the assignment set forth in Clause 3.1 above shall be applied by the Lessor as required under the terms of the Lease.

- 3.5 Upon the expiry of the Security Period the security constituted by this Assignment shall terminate and the Lessor shall, at the request and cost of the Lessee, evidence such release and reassign to Lessee, without recourse or warranty, the Assigned Property.

**4. Notices of Assignment**

The Lessee shall, on or prior to the Delivery Date and from time to time in the event of a change to the Insurer, promptly join the Security Trustee and the Lessor in give written notice or procure that the brokers through whom the Insurances are placed give written notice to the Insurer of the assignment specified in Clause 3.1 (*Assignment*), such notice to be in substantially the same form as that which appears in Schedule 1 (Notice of Assignment of Insurances) or in such other form as the Lessee and Lessor may agree.

The Lessee further covenants and agrees that, in the event that there is any requisition for title, use or hire of the Aircraft, it will promptly join the Security Trustee and the Lessor in giving notice of the assignment of the Requisition Proceeds referred to in Clause 3.1 (*Assignment*) to the relevant Government Entity (such notice to specify that any Requisition Proceeds otherwise payable to the Lessee shall immediately be paid to the Lessor).

**5. Representation**

**5.1 Prior Security**

Lessee hereby represents and warrants to Lessor that it has not prior to the execution of this Assignment created any Security over the Assigned Property to or in favour of any person.

**6. Enforcement of Security by Lessor**

If a Termination Event shall have occurred and is continuing, the Lessor shall be entitled, without notice, immediately to put into force and exercise all the powers and remedies possessed by it according to law by way of security of the Assigned Property as and when it may see fit but without prejudice to Clause 3.4 (*Assignment*).

**7. Power of Attorney**

- 7.1 The Lessee, by way of security, irrevocably appoints the Lessor to be its attorney in its name and on its behalf:

- (a) to execute and complete all such documents which the Lessor may require for perfecting the title of the Lessor to the Assigned Property or for vesting the same in the Lessor, its nominee or any buyer;
- (b) to execute and complete any document referred to in Clause 8 (*Further Assurance*); and
- (c) generally to execute and complete all documents and to do all acts and things which may be required for the full exercise of any of the powers conferred on the Lessor under this Assignment or which may be deemed expedient by the Lessor in connection with any disposition or realisation by the Lessor of the Assigned Property or any part thereof or in connection with any other exercise of any power under this Assignment.

- 7.2 The exercise by the Lessor of the power of attorney referred to in paragraph 7.1 shall, as against any third party, be conclusive evidence of its right to exercise the same.



- 7.3 The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and the Lessee ratifies, and confirms and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Lessor may execute or do pursuant thereto except to the extent the same constitutes fraud, gross negligence or wilful misconduct.
- 7.4 The power of attorney referred to in Clause 7.1 shall not be exercised unless and until a Termination Event shall have occurred and be continuing.
8. **Further Assurance**
- 8.1 The Lessee further undertakes, at any time and from time to time upon the reasonable request of the Lessor at its own expense, to execute, perfect and do every such further assurance, document, act or thing which the Lessor may specify with a view to:
- (a) perfecting or giving effect to any assignment or security created or intended to be created by this Assignment; or
  - (b) facilitating the exercise, or the proposed exercise, of any of the Lessor's powers under this Assignment.
9. **Security**
- 9.1 Subject to Clause 3.5 (*Assignment*), this Assignment and the security created hereby shall be held by the Lessor as a continuing security for the payment, discharge and performance of the Secured Obligations, and the securities, covenants and provisions contained in this Assignment shall remain in force as continuing securities to the Lessor notwithstanding any settlement of account or any intermediate payment or satisfaction of any part of the Secured Obligations or any other act, event or matter whatsoever, until the expiry of the Security Period.
- 9.2 The security created by this Assignment, and the powers and remedies of the Lessor under this Assignment, shall be in addition to, and shall not in any way be prejudiced or affected by, any collateral or other security or powers or remedies now or hereafter held by the Lessor for all or any part of the Secured Obligations.
- 9.3 No delay or omission of the Lessor in the exercise of any right or power vested in it hereunder shall impair such right or power or be construed as a waiver of or an acquiescence in any default by the Lessee.
- 9.4 The Lessor shall have all the powers conferred on mortgagees by section 101 of the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act.
10. **Exercise of Powers**
- 10.1 In exercising the powers referred to in Clause 6 (*Enforcement of Security by Lessor*), the Assigned Property or any part thereof may be sold, disposed of or otherwise dealt with at such times in such manner for such consideration and generally on such terms and conditions as the Lessor may think fit but without prejudice to Clause 3.4 (*Assignment*) and the provisions of the Lease.
- 10.2 The Lessee will indemnify every Receiver or attorney appointed pursuant hereto in respect of all liabilities and expenses reasonably incurred by it, him or them in good faith in the exercise of any rights, powers or discretions vested in it, him or them pursuant hereto.

- 10.3 Without prejudice to the Lessor's duties at law, the Lessor shall not be liable for any Losses arising in connection with the exercise of any of its rights, powers and discretions in good faith hereunder and, in particular (without limitation) the Lessor shall not be liable to account as mortgagee in possession or for anything except actual receipts.

**11. Severability**

If a term of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, therein to the extent enforceable under the relevant governing law, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Assignment; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Assignment.

**12. Waivers and Remedies Cumulative**

The rights of the Lessor under this Assignment:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

**13. Notices**

**13.1 In writing**

- (a) Any notice of onward assignment of this Assignment shall be by courier. All other notices in connection with this Assignment shall be in writing and, unless otherwise stated, may be given in person, by post or by email.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Assignment shall be given in writing.
- (c) Any notice given in connection with this Assignment shall be in English.

**13.2 Contact details**

- (a) Except as provided below, the contact details of the Lessor and the Lessee for all communications in connection with this Assignment are as follows:

**(i) Lessor:**

Address: Dynam Aviation Ireland Five Limited  
28 - 32 Pembroke Street Upper  
Dublin 2  
D02 EK84

Ireland

Email: [info@dynam.aero](mailto:info@dynam.aero)  
Attention: The Directors

with a copy to the Servicer:

Address: Dynam Aviation Ireland Limited  
28 - 32 Pembroke Street Upper  
Dublin 2  
Ireland

Email: [info@dynam.aero](mailto:info@dynam.aero)  
Attention: The Directors

(ii) Lessee:

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

Email: [notices.legal@wizzair.com](mailto:notices.legal@wizzair.com)  
Attention: Legal Department

- (b) Any Party may change its contact details by giving five (5) Business Days' notice to the other Party.
- (c) Where a Party nominates a particular department or officer to receive a communication, a communication will not be effective if it fails to specify that department or officer.

13.3 Effectiveness

- (a) Except as provided below, any notice in connection with this Assignment will be deemed to be given as follows:
  - (i) if delivered in person, at the time of delivery;
  - (ii) if posted, at the time of actual receipt;
  - (iii) if by fax, when received in legible form; and
  - (iv) if sent by email, at the earlier of:
    - (A) the time a return receipt is generated automatically by the recipient's email server;
    - (B) the time the recipient acknowledges receipt; and

(C) 24 hours after transmission,

unless the sender receives notification that the email has not been successfully delivered.

(b) A notice given under paragraph (a) but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

**13.4 Notice period**

Where this Assignment specifies a minimum period of notice to be given to any Party, that Party may, at its discretion, accept a shorter notice period.

**14. Counterparts**

The Assignment may, to the extent permitted by applicable law, binding on the parties, be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Assignment.

**15. Law**

This Assignment and all non-contractual obligations arising from this Assignment are governed by and shall be construed in accordance with English law.

**16. Jurisdiction**

The provisions of clause 29.2 (*English Courts*) to 29.6 (*Waiver of Immunity*) (inclusive) of the Lease shall apply to this Assignment as if set out in full herein and as if references therein to "this Agreement" were to this Assignment.

**THIS ASSIGNMENT** has been executed and delivered as a Deed on the date stated at the beginning of this Assignment.

## SCHEDULE 1

### Notice of Assignment of Insurances

To: [Insurance Broker]

Dated [ • ] 2023

#### One (1) Airbus A321-271NX Aircraft with Manufacturer's Serial Number 11492 (the "Aircraft")

1. Dynam Aviation Ireland Five Limited (the "Lessor"), Wizz Air UK Limited (a company incorporated under the laws of England and Wales and having its registered office at Main Terminal Building, London Luton Airport, Luton LU2 9LY, United Kingdom) (the "Lessee") and Bayerische Landesbank (the "Security Trustee") hereby give you notice that:
  - (a) by an aircraft lease agreement dated \_\_\_\_\_ 2023, made between the Lessor as lessor and the Lessee as lessee (the "Lease"), the Lessor agreed to lease to the Lessee and the Lessee agreed to take on lease the Aircraft for the period and upon the terms and conditions contained in the Lease;
  - (b) pursuant to an assignment of insurances dated on or about the date hereof and made between the Lessee and the Lessor in respect of the Aircraft (the "Assignment of Insurances"), the Lessee assigned to the Lessor its (i) right, title and interest, present and future, in and to all proceeds of and (ii) the benefits of, and all claims under, and the right to make all claims under such policies and contracts of hull and hull war insurance taken out or in existence from time to time in respect of, or which relate to, the Aircraft and all other amounts payable to the Lessee under or in respect of such policies and contracts of insurance (excluding any contracts or policies of insurance in respect of third party liability) including damages for breach and return of premium ("Insurance Proceeds");
  - (c) pursuant to a lessor security assignment dated on or about the date hereof between the Lessor and the Security Trustee (the "Borrower Security Agreement"), as security for the payment discharge and performance by the Lessor of the Secured Obligations (as defined in the Borrower Security Agreement), the Lessor assigned its rights, title and interest under or in connection with the Assignment of Insurances.
2. Description

One (1) Airbus model A321-271NX aircraft with manufacturer's serial number 11492 and two (2) Pratt & Whitney PW1133GA-JM engines bearing manufacturer's serial numbers P800676 and P800702 (and any permitted replacements thereof) and as more particularly described in the Lease.

3. In accordance with the latest certificate of insurance (AVN67B or based on AVN67B or any replacement therefor) relating to the Aircraft, where settlement of any claim representing Insurance Proceeds on the basis of a total loss is to be made to or to the order of the Contract Party(ies), the Contract Party(ies) have agreed that payment shall be made to the Security Trustee and where settlement of any claim representing Insurance Proceeds (other than a total loss) is to be made otherwise than to a repairer (strictly in accordance with Clause 19.6 of the Lease) is to be made:
  - (a) to Lessee, if the insurance proceeds relate to any such property damage or loss equal to or less than US\$750,000; or
  - (b) to Lessor (or if directed by Lessor, to the Security Trustee, as defined in the Lease) where a payment is made other than in the circumstances referred to in (a) above or where a Payment/Insolvency Default or Termination Event (each as defined in the Lease) has occurred and is continuing.
4. For the purposes of the foregoing paragraph, the term "Contract Party(ies)" shall have the same meaning ascribed to such term in the latest certificate of insurance issued by you in respect of the insurances for the aircraft referred to above.
5. Until you are notified to the contrary by the Lessor that a Termination Event under the Lease has occurred and is continuing, and subject to the provisions of paragraph (b) immediately above, you should continue to deal with the Lessee in respect of all matters relating to the making and settlement of claims under the Insurances as though such assignment had not been made.
6. The instructions in this notice may not be varied without the prior written consent of the Lessor.

**SIGNED:**

**DYNAM AVIATION IRELAND FIVE LIMITED**

By:

Name:

Title:

**WIZZ AIR UK LIMITED**

By:

Name:

Title:

**BAYERISCHE LANDESBANK**

By:

Name:

Title:

**SCHEDULE 2**  
**Notice of Assignment and Charge of Requisition Proceeds**

From:           Dynam Aviation Ireland Four Limited ("Lessor")  
                  Bayerische Landesbank (the "Security Trustee")

To:             [•]

Dear Sirs

**One (1) Airbus A321-271NX Aircraft with manufacturer's serial number 11066 and two Pratt & Whitney PW1133GA-JM engines bearing manufacturer's serial numbers P800676 and P800702 (the "Aircraft")**

[Date] 2022

1. We refer to an aircraft lease agreement dated \_\_\_\_\_ 2023, made between the Lessor as lessor and Wizz Air UK Limited as lessee (a company incorporated under the laws of England and Wales and having its registered office at Main Terminal Building, London Luton Airport, Luton LU2 9LY, United Kingdom) (the "Lessee") in respect of the Aircraft, as amended, novated and restated from time to time (the "Lease Agreement").
2. We hereby give you notice that by a series of security assignments dated on or about the date hereof (the "Security Assignments") between the Lessor and the Security Trustee, the Lessor has assigned absolutely by way of security to the Security Trustee all its right, title and interest in and to any moneys or other compensation from time to time payable in respect of the requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft by any government or public or local authority, or other competent authority, whether de jure or de facto but shall exclude requisition for use or hire not involving requisition of title (the "Requisition Proceeds").
3. Unless you are notified otherwise by the Security Trustee, please continue to follow the instructions of the Lessor in respect of the Requisition Proceeds. Upon notice from the Security Trustee, please follow the instructions of the person duly appointed by the Security Trustee in writing in respect of the Requisition Proceeds.
4. The Lessor and the Security Trustee agree with the Lessee, subject to Clause 20 of the Lease Agreement, that any Requisition Proceeds received shall be applied as if they were Total Loss Proceeds pursuant to the Lease Agreement.
5. This notice and the instructions contained herein cannot be amended or modified without the prior written consent of the Security Trustee.
6. Expressions defined in the Security Agreement (whether directly or by incorporation therein) shall, unless otherwise defined herein, have the same respective meanings when used in this Notice.
7. Kindly acknowledge receipt of this notice by completing and sending to the Lessee, the Lessor and the Security Trustee an acknowledgement in the form set forth below.



8. This notice and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Yours faithfully

**Dynam Aviation Ireland Five Limited**

By:

Name:

Title:

**Bayerische Landesbank**

By:

Name:

Title:

**Acknowledgement of Assignment and Charge of Requisition  
Proceeds**

To:           Dynam Aviation Ireland Five Limited (the "Lessor")  
              Bayerische Landesbank (the "Security Trustee")

[Date]

Dear Sirs

**One (1) Airbus A321-271NX Aircraft with manufacturer's serial number 11492 (the "Aircraft")**

1.     We hereby acknowledge receipt from the Lessor and Security Trustee of a notice of assignment of certain requisition proceeds relating to the Aircraft (the "Notice"). We hereby consent to the assignment thereby notified and agree to the terms and conditions of the Notice.
2.     We shall pay all moneys that may be payable by us in relation to the Aircraft in accordance with the Notice.
3.     We hereby confirm that we have not received any prior notice of assignment or charge in respect of the Requisition Proceeds.
4.     Expressions defined in the Notice (including definitions incorporated therein by reference to another document) shall, unless otherwise defined herein, have the same respective meanings when used in this acknowledgement.
5.     This acknowledgement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Yours faithfully

[•]

By:

Name:

Title:

**EXECUTION PAGE - ASSIGNMENT OF INSURANCES**

**MSN 11492**

**SIGNATORIES**

**The Lessee**

EXECUTED as a DEED by )  
Typhaine Menguy Balestra as attorney for )  
WIZZ AIR UK LIMITED )  
under a power of attorney dated )  
11 September 2023 in the presence of )  
Greta Dobranszki )

Attorney-in-fact

Witness

**The Lessor**

SIGNED and DELIVERED as a DEED )  
for and on behalf of )  
DYNAM AVIATION IRELAND FIVE )  
LIMITED )

by its duly appointed attorney )  
Katsuhiko Ando )

Witness

Name:

Brian Gallagher

Address:

28-32 Pembroke Street Upper,  
Dublin 2, Ireland

Occupation:

General Counsel