



Registration of a Charge

Company Name: **WIZZ AIR UK LIMITED**

Company Number: **10982241**



XCZFHGI0

Received for filing in Electronic Format on the: **22/03/2024**

Details of Charge

Date of creation: **21/03/2024**

Charge code: **1098 2241 0037**

Persons entitled: **TOTAL ENGINE ASSET MANAGEMENT PTE. LTD.**

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 0037

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2024 and created by WIZZ AIR UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2024 .

Given at Companies House, Cardiff on 26th March 2024

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

21 MARCH 2024

I certify that, save for material redacted pursuant to s.89(2) of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Norina Rose Fulbright LLP

Date: 22 March 2024

|

**(1) TOTAL ENGINE ASSET MANAGEMENT PTE. LTD.
AS LESSOR**

**(2) WIZZ AIR UK LIMITED
AS INITIAL SUB-LESSEE**

ORIGINAL/COUNTERPART

ASSIGNMENT OF INSURANCES

IN RESPECT OF ONE (1) PW1133GA-JM AIRCRAFT ENGINE WITH ESN P800569

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THIS DEED dated 21 March 2024

BETWEEN:

- (1) **TOTAL ENGINE ASSET MANAGEMENT PTE. LTD.**, a company incorporated under the laws of Singapore with company registration number 201119354D having its registered office at 138 Market Street, #31-03, Capita Green, Singapore 048946 (the "**Lessor**"); and
- (2) **WIZZ AIR UK LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 10982241 and having its registered address at Percival House 134 Percival Way, London Luton Airport Roundabout, Luton, United Kingdom, LU2 9NU (the "**Initial Sub-Lessee**").

RECITALS

- (A) Pursuant to the Lease Agreement, the Lessee has taken the Engine on lease from the Lessor on the terms and conditions contained therein.
- (B) Pursuant to the Initial Sublease the Initial Sub-Lessee has taken the Engine on lease from the Lessee.
- (C) The Lessor has requested, and the Initial Sub-Lessee has agreed, that the Initial Sub-Lessee will assign to the Lessor their rights in the Insurances on the terms and subject to the conditions hereinafter provided.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 Except as otherwise defined, all terms defined (and rules of interpretation contained) in the Lease Agreement (including definitions incorporated therein by reference to another document) shall have the same respective meanings when used herein (including the Recitals hereto).
- 1.2 In this Assignment, including the Recitals hereto, the following words and expressions shall, except where the context otherwise requires, have the following respective meanings:

"**Assignment**" means this deed of assignment as originally executed by the parties hereto and as the same may be amended, modified or supplemented from time to time.

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person;

"**Engine**" means one (1) PW1133GA-JM aircraft engine with engine serial number P800569.

"**Initial Sublease**" means the engine sublease agreement dated 21 March 2024 between the Lessee and the Initial Sub-Lessee in respect of the Engine.

"**Insurances**" means:

- (a) the proceeds of any and all policies and contracts of insurance (other than passenger and third party liability insurance) from time to time required to be maintained in relation to the Engine or any part thereof by the terms of the Lease Agreement; and
- (b) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurance (other than passenger and third party liability insurance) to the extent relating to the Engine.

"**Lease Agreement**" means the engine lease agreement dated 20 March 2024 between the Lessor and the Lessee in respect of the Engine.

"**Lessee**" means Wizz Air Fleet Management Ltd a company duly incorporated and existing under the laws of Hungary, under company registry number 01-09-359898, having its registered office at Laurus Offices, Kőér street 2/A. Building B, Floors II-V., H-1103, Budapest, Hungary.

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Lessor hereunder or under any statutory power.

"Relevant Insurance Property" means all of the right, title and interest (present and future, actual and contingent) of the Lessee in and to the Insurances.

"Secured Obligations" means all monies in any currency, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Lessee to the Lessor, actually or contingently, as principal or surety, on any account whatsoever under the Lease Agreement or any Lease Document.

"Third Parties Act" means the Contracts (Rights of Third Parties) Act 1999.

2 **REPRESENTATIONS AND WARRANTIES**

The Initial Sub-Lessee hereby represents and warrants to the Lessor that:

- (a) it is the legal and beneficial owner of the Relevant Insurance Property; and
- (b) it has not prior to the date hereof assigned, charged or otherwise encumbered the Relevant Insurance Property or any monies payable thereunder, other than pursuant to this Assignment.

3 **ASSIGNMENT AND NOTICES**

3.1 **Assignment**

As security for payment and discharge of the Secured Obligations, the Initial Sub-Lessee, with full title guarantee, hereby assigns and agrees to assign absolutely by way of security to the Lessor the Relevant Insurance Property.

3.2 **Initial Notices**

Forthwith upon execution of this Assignment, the Initial Sub-Lessee shall deliver a notice of assignment to the insurers with whom the Insurances or any part thereof are effected in the form set out in the Schedule (*Form of Notice of Assignment of Insurances*) and shall procure that such insurers execute and deliver to the Initial Sub-Lessee and the Lessor an acknowledgement of assignment in the standard form of acknowledgement issued by the insurers.

3.3 **Insurances**

Should the Initial Sub-Lessee at any time effect (or cause to be effected) the Insurances or any part of the Insurances with a different insurer, or effect (or cause to be effected) the Insurances or any part of the Insurances through a broker and thereafter change the broker through whom the Insurances or any part of the Insurances are effected, then the Initial Sub-Lessee will, at the time of such change, execute and deliver and use all reasonable endeavours to procure that any relevant party executes and delivers to such new insurers or new broker, as the case may be, a further notice of assignment substantially in the form referred to in Clause 3.2 (*Initial Notices*) and shall use all reasonable endeavours to procure that the new insurers or new broker, as the case may be, execute and deliver to the Lessor an acknowledgement of assignment substantially in the form referred to in Clause 3.2 (*Initial Notices*).

4 **CONTINUING SECURITY**

4.1 **Continuing Security**

Throughout the Lease Period, the Encumbrance constituted by this Assignment shall:

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

- (c) be in addition to and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any Encumbrance, guarantee, indemnity or other right or remedy which the Lessor (or any person on its behalf) may now or at any time hereafter hold for or in respect of the Secured Obligations or any part thereof; and
- (d) not be prejudiced by any time or indulgence granted to any person, or any abstention or delay by the Lessor in perfecting or enforcing any Encumbrance, securities, guarantees, rights or remedies that the Lessor may now or hereafter have from or against the Lessee, Initial Sub-Lessee or any other person, or any waiver, act, omission, unenforceability or invalidity of any such Encumbrance, security, guarantee, right or remedy.

4.2 No Prejudice

The giving by the Lessor of any consent to any act which by the terms of this Assignment requires such consent shall not prejudice the right of the Lessor to withhold or give consent to the doing of any other similar act.

4.3 Balance of Secured Obligations

This Assignment and the Encumbrance hereby constituted 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.

4.4 Law of Property Act 1925

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

5 LESSEE'S COVENANTS

The Initial Sub-Lessee hereby covenants with the Lessor that:

- (a) it will not knowingly do anything which may in any way jeopardise or otherwise prejudice the Encumbrance constituted hereby or the rights of the Lessor hereunder;
- (b) it will not, except with the prior written consent of the Lessor:
 - (i) agree to any variation of any of the Relevant Insurance Property;
 - (ii) release any party thereto from its, or waive any breach of any party's, obligations under the Relevant Insurance Property; or
 - (iii) consent to any act or omission,
 which would, in each case, constitute a breach of the Lease Agreement in relation to the Relevant Insurance Property;
- (c) it will not, without the prior written consent of the Lessor, assign, charge, sell or otherwise dispose of the Relevant Insurance Property or create any Encumbrance in or upon the Relevant Insurance Property, save for the Encumbrance constituted by this Assignment; and
- (d) it will not exercise any right of set-off, counterclaim or defence against the Lessor or any Lender with respect to the Relevant Insurance Property.

6 APPLICATION OF MONIES

All monies in respect of the Relevant Insurance Property received by a Receiver or the Lessor or either of them by reason of this Assignment shall be applied:

- (a) first, in or towards payment of all costs, charges and expenses of, and incidental to the appointment of, such Receiver or incurred by such Receiver in or about or in pursuance of the exercise by such Receiver of its rights, powers and remedies;
- (b) second, in or towards payment of all outgoings paid by the Receiver in or about or in pursuance of the exercise by such Receiver of its rights, powers and remedies;

- (c) third, in or towards payment to such Receiver of remuneration at such rate as may be agreed between the Receiver and the Lessor; and
- (d) fourth, in or towards the discharge of all or any of the Secured Obligations which are then due and payable in accordance with the Lease Agreement.

7 LESSEE'S CONTINUING OBLIGATIONS

Notwithstanding anything herein contained:

- (a) the Lessee shall remain liable under the Lease Agreement to which it is a party to perform all the obligations assumed by it thereunder;
- (b) the Lessor shall not be under any further obligation or liability under the Lease Agreement by reason of this Assignment or anything arising out of, or in connection with, it; and
- (c) the Lessor shall not be under any obligation of any kind:
 - (i) to assume or to perform or fulfil any obligation of the Lessee in, under or pursuant to the Lease Agreement, to assume or to perform or fulfil any obligation of the Initial Sub-Lessee under the Initial Sublease or be under any liability whatsoever as a result of any failure of the Lessee or Initial Sub-Lessee to perform any of its obligations in connection therewith;
 - (ii) (except as otherwise provided in the Lease Agreement) to enforce against any of the parties thereto any term or condition of the Lease Agreement or to enforce any rights and benefits thereby assigned or to which the Lessor may at any time be entitled; and/or
 - (iii) to make any enquiries as to the nature or sufficiency of any payment received by the Lessor hereunder or to make any claim or to take any action to collect any monies hereby assigned.

8 ENFORCEABILITY OF SECURITY

8.1 Termination Event

Upon the occurrence of any Termination Event and so long as such Termination Event is continuing, the Lessor may give written notice to the Lessee declaring that the Lessor may exercise any and all rights in or in relation to the Relevant Insurance Property and at all times thereafter the Lessor shall be entitled without notice or further demand to:

- (a) exercise any and all rights of the Initial Sub-Lessee in or in relation to the Relevant Insurance Property including, without limitation, any and all rights of the Lessee to demand or otherwise require payment of any amount under the Relevant Insurance Property;
- (b) collect, receive or compromise and give a good discharge for all claims then outstanding or thereafter arising under the Relevant Insurance Property and to take over or institute all such suits, legal actions or other proceedings in connection therewith as the Lessor may consider fit;
- (c) appoint, by deed or by a document under the hand of any of its officers, attorneys or substitute attorneys, a person from time to time to act as Receiver in respect of the Relevant Insurance Property subject to the provisions of Clause 9 (*Receiver*) and to remove a person so appointed and appoint another in his place; and
- (d) otherwise put into force and effect all rights, powers and remedies available to the Lessor, pursuant to applicable law or otherwise, as assignee of (to the extent assigned hereunder) the rights of the Lessee in relation to the Relevant Insurance Property.

8.2 Exercise of Rights

Unless a Termination Event shall have occurred and be continuing, the Initial Sub-Lessee shall be entitled to exercise any and all rights in or in relation to the Relevant Insurance Property.

8.3 No Obligations

The Lessor shall not be obliged to exercise any right, remedy, power or privilege conferred upon the Lessor by or pursuant to this Assignment or applicable law or to make any enquiry as to the nature or sufficiency of any payment received by the Lessor or to make any claim or to take any other action to enforce any rights and benefits assigned hereunder with respect to the Relevant Insurance Property or any amount due and payable, or which may become payable, thereunder or to which it may at any time be entitled. No action taken or omitted to be taken by the Lessor shall give rise to any defence, counterclaim or other right of set-off in favour of the Lessee or Initial Sub-Lessee or affect in any manner whatsoever any of the Secured Obligations.

8.4 Power of Sale

The Lessor may exercise its power of sale hereunder in such a way as it in its absolute discretion may determine and shall not in any circumstances be answerable for any loss occasioned by any such sale or resulting from any postponement thereof.

8.5 No Liability

The Lessor shall not be liable as assignee in respect of the Relevant Insurance Property to account or be liable for any loss upon the realisation thereof or for any neglect or default (but not including gross negligence or wilful misconduct) of any nature whatsoever in connection therewith for which any assignee may be liable as such.

8.6 No Obligations to Enquire

Upon any sale by the Lessor of the whole or any part of the Lessor's right, title and interest in and to the Relevant Insurance Property, the purchaser shall not be bound to see or enquire whether the power of sale of the Lessor has arisen, the sale shall be deemed for all purposes hereof to be within the power of the Lessor and the receipt by the Lessor of the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor.

9 RECEIVER

9.1 Appointment

The appointment of a Receiver pursuant to Clause 8.1(c) shall be deemed to be subject to the following provisions:

- (a) the Receiver shall be the agent of the Initial Sub-Lessee, and the Initial Sub-Lessee alone shall be responsible for his remuneration;
- (b) no Receiver shall be liable to account as an assignee of the Relevant Insurance Property and no Receiver shall be liable for any loss arising from or in connection with the realisation of the Relevant Insurance Property or otherwise for any act, neglect, default or omission for which an assignee might be liable as such;
- (c) any Receiver shall have and be entitled to exercise all such powers as would be conferred on him had he been duly appointed under the Law of Property Act 1925 and shall in any event have and be entitled to exercise all the rights, powers and remedies conferred upon the Lessor by this Assignment and by applicable law with respect to the Relevant Insurance Property (to the extent assigned hereunder); and
- (d) such appointment may be made either before or after the Lessor shall have exercised any of its rights pursuant to this Assignment.

9.2 Law of Property Act 1925

Sections 103, 109(6) and 109(8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed pursuant to Clause 8.1(c).

10 DELEGATION

The Lessor shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Assignment (including the power vested in it by virtue of Clause 13 (*Appointment of Attorney*)) in such manner, upon such terms, and to such professional reputable persons as the Lessor may nominate.

11 CONDITIONAL DISCHARGE ONLY

Any settlement or discharge between the Lessor and the Initial Sub-Lessee shall be conditional upon no security or payment to the Lessor 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, reorganisation, amalgamation or other analogous event or proceedings for the time being in force.

12 REASSIGNMENT

Following the expiry of the Lease Period, the Lessor shall, upon the request of the Initial Sub-Lessee but at the Lessor's cost, re-assign the Relevant Insurance Property to the Initial Sub-Lessee or to such other person as the Initial Sub-Lessee shall direct and execute such documents as the Initial Sub-Lessee may reasonably require in order to effect such re-assignment and to release the power of attorney granted under Clause 13 (*Appointment of Attorney*).

13 APPOINTMENT OF ATTORNEY

13.1 Appointment

The Initial Sub-Lessee hereby by way of security irrevocably appoints the Lessor to be its true and lawful attorney (with full power of substitution and delegation) in its name or otherwise and on its behalf and as its act and deed to sign, seal, execute, deliver and do all such assurances, acts and things which the Lessor may deem to be necessary or advisable in order to give full effect to the purposes of this Assignment including, without limitation, to ask, require, demand, receive, compound and give acquittance for any and all monies and claims for any and all monies due under or arising out of the Relevant Insurance Property (to the extent assigned hereunder), to endorse any cheque, 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 which the Lessor may consider to be necessary or advisable in connection with the Relevant Insurance Property (to the extent assigned hereunder), and generally in the Initial Sub-Lessee's name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Assignment or applicable law on the Lessor and, without prejudice to the generality of the foregoing, to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument, act or thing which the Lessor may deem appropriate for the purpose of exercising any of such powers, authorities and discretions.

13.2 Ratification

The Initial Sub-Lessee hereby unconditionally and irrevocably ratifies and confirms and agrees to ratify and confirm whatever any such attorney appointed pursuant to Clause 13.1 (*Appointment*) shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions conferred pursuant to Clause 13.1 (*Appointment*).

14 FURTHER ASSURANCES AND PROTECTION OF SECURITY

14.1 Further Assurance

The Initial Sub-Lessee shall from time to time at its own cost, sign, seal, execute, acknowledge, deliver, file and register any additional documents, instruments, agreements, certificates, consents and assurances and do such other acts and things as may be reasonably necessary and as the Lessor may reasonably request from time to time to perfect the security granted by this Assignment or to establish, maintain, protect or preserve the rights of the Lessor under this Assignment and the Encumbrances intended to be constituted by this Assignment.

14.2 Protection of Security

The Lessor shall, without prejudice to its other rights and powers under this Assignment, be entitled (but shall be under no obligation) at any time in consultation with the Lessee and Initial Sub-Lessee and as often as may be necessary after notice to the Lessee, to take any such action at the Lessor's cost as may reasonably be required to protect the Encumbrances constituted by this Assignment.

15 SUCCESSORS AND ASSIGNS

15.1 Successors and Assigns

This Assignment shall be binding upon and inure to the benefit of the Initial Sub-Lessee, the Lessor and their respective successors, and assigns and transferees permitted under the Lease Agreement.

15.2 Assignment

The Initial Sub-Lessee may not assign any of its rights or transfer or purport to transfer any of its obligations without the Lessor's prior written consent.

15.3 Benefit

The Lessor shall be permitted to assign the benefit of this Assignment to any Lender.

16 NOTICES

16.1 Notices between the Parties

All notices shall be delivered in the manner contemplated by clause 21 (*Notices*) of the Lease Agreement.

17 MISCELLANEOUS

17.1 Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute but one and the same instrument.

17.2 No Waiver

No failure to exercise, nor any delay in exercising, on the part of any party hereto, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

17.3 Validity

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

18 GOVERNING LAW AND JURISDICTION

18.1 English 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.

18.2 For the benefit of the Lessor, the parties irrevocably agree that any legal action or proceedings in connection with this Assignment may be brought in the Courts, which shall have jurisdiction to settle any disputes arising out of or in connection with this Assignment.

The parties hereto hereby irrevocably and unconditionally submit to the jurisdiction of the Courts.

The submission to such jurisdiction shall not (and shall not be construed so as to) limit the rights of the Lessor to take proceedings against the Initial Sub-Lessee in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

- 18.2.1 The Initial Sub-Lessee irrevocably waives any objection it may now or hereafter have to the laying of venue of any action or proceeding in any court and any claim it may now or hereafter have that any action or proceeding has been brought in an inconvenient forum.
- 18.2.2 The Initial Sub-Lessee agrees that in any legal action or proceedings against it or its assets in connection with this Assignment, no immunity from legal action or proceedings (which shall include, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of the Initial Sub-Lessee or with respect to its assets, irrevocably waives any such right of immunity which it or its assets now or may hereafter acquire or which may be attributed to it or its assets and consents generally in respect of any such legal action or proceedings to the giving of any relief or the issue of any process in connection with such action or proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order of judgment which may be made or given in such action or proceedings.
- 18.2.3 The Initial Sub-Lessee and the Lessor each agree that only the Courts shall have (and no other courts shall have) jurisdiction to determine any claim which the Initial Sub-Lessee may have against the Lessor arising out of or in any way connected with this Assignment

18.3 **Service of Process**

The Initial Sub-Lessee hereby irrevocably designates, appoints and empowers its representative office in England, whose address for service is currently at is Suite 1, 3rd Floor 11-12. St. James's Square, London, SW1Y 4LB, to receive for it and on its behalf service of process issued out of the courts of England in any legal action or proceeding arising out of or in connection with this Assignment.

18.4 **Consent to Enforcement**

The Initial Sub-Lessee hereby consents generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with such proceedings including 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 proceedings.

18.5 **Waiver off Immunity**

To the extent that the Initial Sub-Lessee may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Initial Sub-Lessee hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

19 **THIRD PARTIES**

19.1 **Third Parties**

Subject to this Clause 19 (*Third Parties*), a person who is not a party to this Assignment has no right under the Third Parties Act to enforce any provision of this Assignment but this does not affect any right or remedy of a third party which exists or is available apart from under the Third Parties Act.

19.2 **Receiver**

A Receiver appointed pursuant to Clause 9.1(c) may enforce the terms of Clause 9 (*Receiver*) subject to and in accordance with this Clause 19 (*Third Parties*) and the provisions of the Third Parties Act.

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

SCHEDULE 1
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

NOTICE OF ASSIGNMENT OF INSURANCES

To:

Date: _____

Dear Sirs

One (1) PW1133GA-JM engine bearing ESN P800569 (the "Engine")

We hereby give notice that by an assignment of insurances dated on or about the date hereof (the "**Assignment of Insurances**") entered into between WIZZ AIR UK LIMITED (the "**Initial Sub-Lessee**") (as lessee) and TOTAL ENGINE ASSET MANAGEMENT PTE. LTD. (the "**Owner**") (as lessor), the Initial Sub-Lessee has assigned absolutely by way of security to the Owner all of its right, title and interest, present and future, actual and contingent in and to the proceeds of and the benefits or, and all claim under, and the right to make all claims under all policies of hull risk insurance, hull war risk insurance and other insurances (other than in respect of third party, passenger, baggage, cargo, mail, and airline general third party liability insurances) and reinsurances maintained in relation to the Engine (the "**Insurances**").

Please note that it has been agreed among us that the proceeds of any loss or damage insurance claims in respect of a total loss of the Engine shall be paid to the Owner. Subject to the foregoing, unless you are notified otherwise by the Owner, please continue to follow the instructions of the Initial Sub-Lessee in respect of the Insurances.

Kindly acknowledge receipt of this notice.

This notice and all non-contractual obligations arising in connection with it shall be governed by and construed in accordance with the laws of England.

Yours faithfully

WIZZ AIR UK LIMITED

as Lessee

By: _____

Title: _____

TOTAL ENGINE ASSET MANAGEMENT PTE. LTD.

as Owner

By: _____

Title: _____

ESN P800569 - ASSIGNMENT OF INSURANCES

EXECUTION PAGE

THE LESSEE

Executed and Delivered as a deed by)
WIZZ AIR UK)
LIMITED acting by: Sara Nagy)
Attorney-in-fact)
In the presence of:)



ERNEI ORSOLYA AGNES)
Name of witness:)



THE LESSOR

Executed and Delivered as a deed for and on behalf of)
TOTAL ENGINE ASSET MANAGEMENT PTE. LTD. by:)

In the presence of:)

Director

Name:

Name of witness:)

ESN P800569 - ASSIGNMENT OF INSURANCES

EXECUTION PAGE

THE LESSEE

Executed and Delivered as a deed by
WIZZ AIR UK
LIMITED acting by:

In the presence of:

)
)
)
)
)

Name of witness:

)
)
)

THE LESSOR

Executed and Delivered as a deed for and on behalf of)
TOTAL ENGINE ASSET MANAGEMENT PTE. LTD. by:)

In the presence of:

)
)
)

Director

Name of witness: Tomoyuki Kabeya

)
)
)

Name: Hitoshi Nakamura

AVP, Total Engine Asset Management Pte. Ltd.