

[Denne melding til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Nordic Trustee AS.]

To the bondholders in each of:

- ISIN: NO 001 0753437 - EUR 250,000,000 Norwegian Air Shuttle ASA Senior Secured Bond Issue 2015/2019 ("NAS07")
- ISIN: NO 001 0783459 - SEK 963,500,000 Norwegian Air Shuttle ASA Senior Secured Bond Issue 2017/2020 ("NAS08")

Oslo, 12 March 2021

SUMMONS FOR WRITTEN RESOLUTION

1 INTRODUCTION

Nordic Trustee AS acts as bond trustee (the "**Bond Trustee**") for the holders of bonds (the "**Bonds**") in the above-mentioned bond issues (each a "**Bond Issue**" and together the "**Bond Issues**") issued by Norwegian Air Shuttle ASA (the "**Issuer**" or the "**Company**").

Unless otherwise stated herein, all capitalised terms used herein shall have the meaning ascribed to them in (i) the bond terms for NAS07 dated 9 December 2015 (as later amended and restated), and (ii) the bond terms for NAS08 dated 7 February 2017 (as later amended and restated), each of which are entered into between the Bond Trustee and the Issuer (the "**Bond Terms**"). References to clauses and paragraphs are references to clauses and paragraphs of the relevant Bond Terms.

The information in this notice regarding the Issuer, the market conditions and the described transactions are provided by the Issuer and the Bond Trustee expressly disclaims all liability whatsoever related to such information.

Bondholders are encouraged to read this notice in its entirety.

2 BACKGROUND

Reference is made to the stock exchange announcements of the Issuer announcing that (i) the Issuer and certain subsidiaries had initiated an examinership process in Ireland on 18 November 2020 (the "**Irish Examinership**") and (ii) the Issuer had been accepted into a supplementary reconstruction process in Norway on 8 December 2020 (entitled Rekonstruksjonsforhandling under the Norwegian Restructuring Act, the "**Norwegian Reconstruction**").

On 14 January 2021, the Issuer announced an indicative plan (the "**Plan**") and set of actions that creates a framework that will potentially enable the Issuer to exit its Irish Examinership and Norwegian Reconstruction processes during the first quarter of 2021.

Following the Irish High Court's decision on Friday 5 March 2021 in respect of the repudiation of certain contracts, Mr Kieran Wallace of KPMG Ireland as Examiner of the Company and a number of Irish subsidiaries of the Group (the "Examinership Companies") has proposed schemes of arrangement for the financial restructuring the Company and the Examinership Companies, which in the case of

the Company will be implemented through the Norwegian reconstruction processes (together the “Restructuring Proposal”).

The Restructuring Proposal provides, among other matters, for each creditor with an unsecured claim to receive a dividend equal to 5.0% of such creditor’s unsecured claim (excluding any amount the creditor may recover through participation in the proposed capital raise) comprising (i) a pro rata cash payment from a NOK 500 million “pool” to be distributed among unsecured creditors and customer creditors (ii) a convertible debt claim with 7 year maturity and NIBOR +1% interest (“Dividend Claims”).

The Dividend Claims will on certain terms and conditions be convertible in aggregated into shares representing up to 25.4% of the Company’s share capital following the Restructuring and the proposed capital raise.

The Restructuring Proposal is conditional on certain matters including the approval of requisite classes of creditors of the Examinership Companies, the confirmation by the Irish High Court and the Norwegian Court (in the case of the reconstruction) and ultimately the closing of the proposed rights offering, private placement and offering of perpetual hybrid instrument (the “New Capital Perpetual Bonds”) (the “Capital Raise”).

New investors in the Capital Raise, by investing in equity and/or the New Capital Perpetual Bonds, will receive approximately 70% of the post-Restructuring share capital with the shares held by existing shareholders diluted to approximately 4.6%. This equity allocation (including the allocation of the shares on the conversion of the Dividend Claims) assumes, for illustrative purposes, an overall Capital Raise of NOK 4,500,000,000, comprised of up to NOK 3,000,000,000 in shares (including rights offering of NOK 400,000,000) and up to NOK 1,875,000,000 in New Capital Perpetual Bonds and will be subject to change in the event that the Capital Raise exceeds NOK 4,500,000,000. Current creditors of Norwegian have already expressed an interest to participate in the Capital Raise with an amount of at least

NOK	1,800,000,000.
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Core to the Plan is that Norwegian will focus on its Nordic business, operating a European short haul network with narrow body aircraft. Under these circumstances, a long haul operation is not viable for Norwegian and these operations will therefore not continue.

The Issuer is as a consequence of the Restructuring Proposal approaching the Bondholders to request amendments to the Bond Terms. The requested amendments reflects the modelled business plan, the effect of the schemes of arrangement relating to the Irish Examinership and the Norwegian Reconstruction and takes into account the value of the Security Interest.

To enable the Issuer to implement the proposed amendments to the Bond Terms, the Issuer has requested the Bond Trustee to summon a Bondholder’s Written Resolution to consider the approval of the proposed amendments to the Bond Terms as set out in Appendix 1 and Appendix 2.

The Issuer informs the Bondholders that it has received voting undertakings in favour of the Proposal from more than 50% of the Bondholders in NAS07 and NAS08.

3 PROPOSAL

Based on the details set out above, the Issuer proposes that the Bondholders adopt the following proposal, subject to the due fulfilment of the terms and conditions set out herein, including in section 4 (*Conditions*) below (the “**Proposal**”):

The Bondholders of NAS07 approve the resolutions set out in Appendix 1 hereto (the "**NAS07 Resolution**").

The Bondholders of NAS08 approve the resolutions set out in Appendix 2 hereto (the "**NAS08 Resolution**").

4 CONDITIONS

Subject to any conditions for effectiveness set out in the individual resolutions, the amendments to the Bond Terms of the Bond Issues set out in the resolution shall become effective when approved by the relevant Bondholder's Written Resolution.

5 PARTICIPATION IN NEW CAPITAL PERPETUAL BOND

Bondholders who wish to subscribe for the New Capital Perpetual Bond, as further described in the Scheme, must contact the Bond Trustee prior to expiry of the Voting Period. Please contact Jørgen Andersen at andersen@nordictrustee.com. Bondholders who do not indicate their interest to the Bond Trustee within this timeline, may not be entitled to subscribe for the New Capital Perpetual Bond, irrespective of the timelines set out in the Scheme.

6 FURTHER INFORMATION

For further information about the Issuer, please visit the Issuer's website at www.norwegian.no.

The aggregate amount of fees and expenses incurred or to be incurred by the Bond Trustee in connection herewith and to be covered first in the waterfall is not yet determined. For further questions to the Bond Trustee, please contact Jørgen Andersen at andersen@nordictrustee.com.

7 NON-RELIANCE

The Proposal set out in this notice is presented to the Bondholders without further evaluation or recommendation from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. The Bondholders must independently evaluate whether the Proposal is acceptable to them.

8 WRITTEN RESOLUTION

Bondholders are hereby provided with a voting request for a Bondholders' Written Resolution pursuant to Clause 16.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held in relation to the matters described herein.

It is proposed that the Bondholders resolve the following resolution by way of Written Resolution (the "Proposed Resolution"):

"The Bondholders approve by Written Resolution the Proposal as described and specified in section 3 of this Summons.

The Bond Trustee shall be authorised to take any action, negotiate, finalise, enter into and deliver any agreements, notices, arrangements or other documentation as it deems necessary or desirable to effect the Proposal in its sole discretion."

The Proposed Resolution will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the Proposed Resolution prior to the expiry of the Voting Period (as defined below); or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Summons and (ii) the votes cast in favour of the Proposed Resolution represent at least a 2/3 majority of the Voting Bonds that timely responded to the Summons.

Voting Period: The Voting Period shall expire ten (10) Business Days after the date of this Summons, being 29 March 2021. The Bond Trustee must have received all votes necessary in order for the Proposed Resolution to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

How to vote: A duly completed and signed Voting Form (attached hereto as Appendix 3), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by scanned e-mail to mail@nordictrustee.com.

The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 16.5.4 to 16.5.7 of the Bond Terms.

Please find attached a Bondholder's Form from the Securities Depository (VPS), indicating your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the bondholders' meeting. (If the bonds are held in custody – i.e. the owner is not registered directly in the VPS – the custodian must confirm; (i) the owner of the bonds, (ii) the aggregate nominal amount of the bonds and (iii) the account number in VPS on which the bonds are registered.)

Yours sincerely,

Nordic Trustee AS



Jørgen Andersen

Enclosed: Appendix 1: Proposal for resolution for NAS07
 Appendix 2: Proposal for resolution for NAS08
 Appendix 3: NAS07 Voting Form
 Appendix 4: NAS08 Voting Form
 Schedule 1: NAS11 Term Sheet

Appendix 1

PROPOSAL FOR RESOLUTION FOR NAS07

- (i) The schemes of arrangement relating to each of the companies subject to the Irish Examinership and the Norwegian Reconstruction (the “**Schemes**”) provide that:
- a. to the extent the value of the Security Interest under the Bond Issues (the “**Secured Bond Amount**”) is less than the outstanding amount under the Bond Issues, the outstanding amount under the Bond Issues shall be written down to the value of the relevant Security Interest;
 - b. the Security Interest held by the Bondholders under the Bond Issues shall remain in force only in respect of the relevant Secured Bond Amount and shall otherwise be released; and
 - c. with respect to the remaining outstanding amount under the Bond Issues following deduction of the Secured Bond Amount (the “**Unsecured Portion**”), the Bondholders under the Bond Issues shall receive a dividend equal to 5% of the Unsecured Portion which shall be satisfied by (i) payment of a cash dividend from a fixed pool of NOK 500,000,000 to be distributed across all unsecured creditors on a pro rata basis (as more particularly described in the Schemes, the “**Cash Pot Entitlement**”), and (ii) the conversion of its Unsecured Portion less its Cash Pot Entitlement into a convertible 7 year loan note against the Issuer, in full and final satisfaction of the Unsecured Portion under the Bond Issues; and
 - d. for the purposes of the Schemes, the Issuer and the Bond Trustee (acting on behalf of the Bondholders under each of the Bond Issues) may agree on the Secured Bond Amount in writing, in which case such amount shall be the Secured Amount for the purposes of the Schemes.
- (ii) With reference to paragraph (i) (d) above, the Bondholders approve and agree that the Secured Bond Amount for the purpose of the Schemes (the “**Secured Amount**” under and as defined in the Schemes) is NOK 750,000,000.
- (iii) The Bondholders acknowledge that the amount outstanding under the NAS07 and NAS08 bond issues (the “**Bonds**”) as against the Issuer shall, on or about the effective date of any scheme of arrangement in respect of the Examinership and/or Reconstruction (as defined in the NAS11 Term Sheet attached hereto as Schedule 1):
- a. be converted to NOK and written down to NOK 750,000,000 (the “**NAS11 Issue Amount**”) (the “**NAS11 Bond Conversion**”) in accordance with the provisions of the Schemes; and
 - b. that the Unsecured Portion shall be treated as unsecured debt under and in accordance with the Schemes.
- (iv) The Bondholders approve that, with respect to the NAS11 Issue Amount, the existing bond agreements for the NAS07 bond issue dated 9 December 2015 (as amended) and for the NAS08 bond issue dated 7 February 2017 (as amended) made between the Bond Trustee and the Issuer shall be combined and amended to reflect the terms set out in Schedule 1 (*NAS11*

Term Sheet), such amendments to be made on or about the date that the NAS11 Bond Conversion takes effect under the Schemes.

- (v) The Bondholders approve that the Bond Trustee, on behalf of the Bondholders under the Bond Issues, is authorised to vote in favour of the Schemes.
- (vi) The resolutions set out in (ii), (iii) and (v) above shall become effective from the date of these resolutions.
- (vii) The effectiveness of the resolutions set out in paragraph (iv) is conditional upon occurrence of the Effective Date under and as defined in the Schemes, and on the conditions precedent set out in Schedule 1 (*NAS11 Term Sheet*).

Appendix 2

PROPOSAL FOR RESOLUTION FOR NAS08

- (viii) The schemes of arrangement relating to each of the companies subject to the Irish Examinership and the Norwegian Reconstruction (the “**Schemes**”) provide that:
- a. to the extent the value of the Security Interest under the Bond Issues (the “**Secured Bond Amount**”) is less than the outstanding amount under the Bond Issues, the outstanding amount under the Bond Issues shall be written down to the value of the relevant Security Interest;
 - b. the Security Interest held by the Bondholders under the Bond Issues shall remain in force only in respect of the relevant Secured Bond Amount and shall otherwise be released; and
 - c. with respect to the remaining outstanding amount under the Bond Issues following deduction of the Secured Bond Amount (the “**Unsecured Portion**”), the Bondholders under the Bond Issues shall receive a dividend equal to 5% of the Unsecured Portion which shall be satisfied by (i) payment of a cash dividend from a fixed pool of NOK 500,000,000 to be distributed across all unsecured creditors on a pro rata basis (as more particularly described in the Schemes, the “**Cash Pot Entitlement**”), and (ii) the conversion of its Unsecured Portion less its Cash Pot Entitlement into a convertible 7 year loan note against the Issuer, in full and final satisfaction of the Unsecured Portion under the Bond Issues; and
 - d. for the purposes of the Schemes, the Issuer and the Bond Trustee (acting on behalf of the Bondholders under each of the Bond Issues) may agree on the Secured Bond Amount in writing, in which case such amount shall be the Secured Amount for the purposes of the Schemes.
- (ix) With reference to paragraph (i) (d) above, the Bondholders approve and agree that the Secured Bond Amount for the purpose of the Schemes (the “**Secured Amount**” under and as defined in the Schemes) is NOK 750,000,000.
- (x) The Bondholders acknowledge that the amount outstanding under the NAS07 and NAS08 bond issues (the “**Bonds**”) as against the Issuer shall, on or about the effective date of any scheme of arrangement in respect of the Examinership and/or Reconstruction (as defined in the NAS11 Term Sheet attached hereto as Schedule 1):
- a. be converted to NOK and written down to NOK 750,000,000 (the “**NAS11 Issue Amount**”) (the “**NAS11 Bond Conversion**”) in accordance with the provisions of the Schemes; and
 - b. that the Unsecured Portion shall be treated as unsecured debt under and in accordance with the Schemes.
- (xi) The Bondholders approve that, with respect to the NAS11 Issue Amount, the existing bond agreements for the NAS07 bond issue dated 9 December 2015 (as amended) and for the NAS08 bond issue dated 7 February 2017 (as amended) made between the Bond Trustee and the Issuer shall be combined and amended to reflect the terms set out in Schedule 1 (*NAS11*

Term Sheet), such amendments to be made on or about the date that the NAS11 Bond Conversion takes effect under the Schemes.

- (xii) The Bondholders approve that the Bond Trustee, on behalf of the Bondholders under the Bond Issues, is authorised to vote in favour of the Schemes.
- (xiii) The resolutions set out in (ii), (iii) and (v) above shall become effective from the date of these resolutions.
- (xiv) The effectiveness of the resolutions set out in paragraph (iv) is conditional upon occurrence of the Effective Date under and as defined in the Schemes, and on the conditions precedent set out in Schedule 1 (*NAS11 Term Sheet*).

Appendix 3
NAS07 VOTING FORM

Voting form - Written Resolution

ISIN NO 001 0753437 – EUR 250,000,000 Norwegian Air Shuttle ASA Senior Secured Bond Issue 2015/2019 ("NAS07")

The undersigned holder or authorised person/entity, votes either in favour of or against the Proposed Resolution.

- In favour** the Proposed Resolution
- Against** the Proposed Resolution

ISIN ISIN NO 001 0753437	Amount of bonds owned
Custodian name	Account number at Custodian
Company	Day time telephone number
	Email

Enclosed to this form is the complete printout from our custodian/VPS,¹ verifying our bondholding in the bond issue as of: _____

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purposes may obtain information regarding our holding of bonds on the above stated account in the securities register VPS.

.....
Place, date

.....
Authorised signature

Return:

Nordic Trustee AS
P.O.Box 1470 Vika
N-0116 Oslo

Telefax: +47 22 87 94 10
Tel: +47 22 87 94 00
Mail to: mail@nordictrustee.no

¹ If the bonds are held in custody other than in the VPS, an evidence provided from the custodian – confirming that (i) you are the owner of the bonds, (ii) in which account number the bonds are hold, and (iii) the amount of bonds owned.

Appendix 4
VOTING FORM

Voting form - Written Resolution

ISIN NO 001 0783459 - SEK 963,500,000 Norwegian Air Shuttle ASA Senior Secured Bond Issue 2017/2020 ("NAS08")

The undersigned holder or authorised person/entity, votes either in favour of or against the Proposed Resolution.

In favour the Proposed Resolution

Against the Proposed Resolution

ISIN ISIN NO 001 0783459	Amount of bonds owned
Custodian name	Account number at Custodian
Company	Day time telephone number
	Email

Enclosed to this form is the complete printout from our custodian/VPS,² verifying our bondholding in the bond issue as of: _____

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purposes may obtain information regarding our holding of bonds on the above stated account in the securities register VPS.

.....
Place, date

.....
Authorised signature

Return:

Nordic Trustee AS
P.O.Box 1470 Vika
N-0116 Oslo

Telefax: +47 22 87 94 10
Tel: +47 22 87 94 00
Mail to: mail@nordictrustee.no

² If the bonds are held in custody other than in the VPS, an evidence provided from the custodian – confirming that (i) you are the owner of the bonds, (ii) in which account number the bonds are hold, and (iii) the amount of bonds owned.

SCHEDULE 1

NAS11 TERM SHEET

INDICATIVE TERM SHEET

For

Norwegian Air Shuttle ASA senior unsecured bond issue
2015/2019 with ISIN NO 001 0753437 (“**NAS07**”)

and

Norwegian Air Shuttle ASA senior unsecured bond issue
2017/2020 with ISIN NO 001 0783459 (“**NAS08**”)



*The amount outstanding under the NAS07 and NAS08 bond issue (the “**Bonds**”) will be converted to NOK, thereafter the Bond Terms shall be amended to reflect the terms as set out herein for the Issue Amount. The remaining outstanding amount under the Bonds (the “**Unsecured Portion**”) shall be treated as unsecured debt under and in accordance with the Schemes.*

Issuer:	Norwegian Air Shuttle ASA, incorporated under the laws of Norway with business registration number 965 920 358 and LEI-code 549300IEUH2FEM2Y6B51
Guarantor and Slot Owner:	Norwegian Air Norway AS, incorporated under the laws of Norway with business registration number 912 084 949
Bond Trustee:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85
Capitalised Terms:	All capitalised terms used herein shall have the meaning assigned to them in the bond agreements for NAS07 dated 9 December 2015 (as amended) and for NAS08 dated 7 February 2017 (as amended) made between the Bond Trustee and the Issuer (the “ Existing Bond Terms ”), unless otherwise stated herein.
Currency:	NOK
Issue Amount:	NOK 750 000 000
Issue Date:	Expected to be [●] ³
Maturity Date:	5 years after the Issue Date
Amortisation:	The Bonds shall be repaid by the Issuer in instalments (pro rata in accordance with the procedures of the Securities Depository) as follows:

³ To be determined based on the effective date of any scheme of arrangement in respect of the Examinership and/or Reconstruction

Payment Date	Amount
30 days from the Effective Date	NOK 50 000 000
One year from Issue Date	NOK 125 000 000
Two years from Issue Date	NOK 125 000 000
Three years from Issue Date	NOK 125 000 000
Four years from Issue Date	NOK 125 000 000
Maturity Date	NOK 200 000 000
Sum	NOK 750 000 000

Waterfall:	<p>All payments made by the Issuer under the Bond Issue shall be used to cover outstanding amounts under the Bond Issue, including all costs and expenses incurred by the Bond Trustee.</p> <p>The Bond Trustee may deduct their fees and expenses from any payment made by the Issuer and coverage of fees and expenses incurred by the Bond Trustee shall, to the extent this relates to fees and expenses incurred prior to the Issue Date, not constitute a breach of any obligation under the Finance Documents. This will enable (but is not limited to) the Bond Trustee to deduct an amount up to the full amount of the first instalment.</p>
Interest Rate:	<p>The percentage rate per annum which is the aggregate of the Reference Rate plus the Margin.</p> <p>No interest shall accrue on the Bonds from and including the Issue Date until 1 June 2023.</p>
Margin:	2,00 per cent
Reference Rate:	6-month NIBOR (zero floor)
Interest Payment Date:	The last day of each Interest Period, the first Interest Payment Date being 1 December 2023 and the last Interest Payment Date being the Maturity Date.
Interest Periods:	Means, subject to adjustment in accordance with the Business Day Convention, the period between 1 June and 1 December each year, provided however that an Interest Period shall not extend beyond the Maturity Date.
Business Day:	A day on which both the relevant CSD settlement system is open and the relevant Bond currency settlement system is open
Business Day Convention:	If the last day of any Interest Period originally falls on a day that is not a Business Day, the Interest Period will be extended to include the first following Business Day unless that day falls in the next calendar month, in which case the Interest Period will be shortened to the first preceding Business Day.
Default Interest:	Interest Rate plus 2 percentage points p.a.
Price:	100% of the Initial Nominal Amount.
Initial Nominal Amount:	Each Bond will have an Initial Nominal Amount of NOK 1.

Status of the Bonds:	The Bonds, including any accrued interest and any other amounts due in respect of the Bonds, will constitute senior secured debt obligations of the Issuer. The Bonds will rank at least <i>pari passu</i> with each other and with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application).
Listing and listing failure:	<p>The Issuer shall ensure that the Bonds are listed on an Exchange no later than the date falling 6 months after the Issue Date.</p> <p>If:</p> <ul style="list-style-type: none"> (a) the Bonds have not been admitted to listing on an Exchange within 6 months following the Issue Date, or (b) in the case of a successful admission to listing, that a period of 6 months has elapsed since the Bonds ceased to be admitted to listing on an Exchange, <p>then, and for as long as such listing failure event is continuing, the Margin shall increase with 1 percentage point.</p>
Exchange:	Oslo Børs or any regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive (Directive 2004/39/EC) or the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as applicable.
Security:	<p>As Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall procure that the following Security is granted (or continued, as the case may be) in favour of the Security Agent with first priority:</p> <ul style="list-style-type: none"> (a) the Share Charge covering 100% of the shares in the Slot Owner at any time; (b) assignment by way of security of any receivables (current or future) between the Guarantor and any other member of the Group provided the aggregate receivable between each two such parties is in excess of NOK 10,000,000 and expected to be outstanding for more than 3 months; (c) the Excess Slot Disposal Proceeds Account Pledge; and (d) the Ordinary Slot Disposal Proceeds Account Pledge.
Intercompany Claim Conversion:	The intercompany claim payable by the Slot Owner towards NAS shall be converted to equity in the Slot Owner and such equity shall be transferred to NAS Eire Invest AS and subject to a share charge over 100% of the shares in the Slot Owner.
Finance Documents:	The Bond Terms, the Bond Trustee Agreement, any Security Document and any other document designated by the Issuer and the Bond Trustee as a Finance Document.
Conditions Precedent:	The amendments set out herein shall be conditional upon the events set out in Schedule 1 to this Term Sheet being fulfilled.

Put Option: Upon the occurrence of a Change of Control Event, a De-Listing Event or a Material Disposal Event, each Bondholder shall have the right to require that the Issuer redeems its Bonds (a “**Put Option**”) at a price of 101 % of par plus accrued interest unless the settlement date for such Put Option occurs three Business Days before Maturity Date or later. The settlement of the Put Option will be based on each Bondholders holding of Bonds at that day.

The Put Option must be exercised within 60 days after the Issuer has given notification to the Bond Trustee of a Change of Control Event, a De-Listing Event or a Material Disposal Event. The settlement date of the Put Option shall be the third Business Day after the end of the 60 days exercise period of the Put Option.

If Bonds representing more than 90 per cent of the Outstanding Bonds have been repurchased due to the Put Option, the Issuer is entitled to repurchase all the remaining Outstanding Bonds at the price stated in above by notifying the remaining Bondholders of its intention to do so no later than 10 Business Days after the Put Option Repayment Date.

Optional redemption: The Issuer may redeem the Bonds (in whole or in part) (the “**Call Option**”) at any time from and including the Issue Date to, but not including, the Maturity Date at a price equal to 105% (one hundred and five per cent) of par, plus accrued interest on the redeemed Bonds.

Information As per the Existing Bond Terms.

Undertakings:

Quarterly and annual financial statements for NAN.

On request, details of slots owned and of any transaction involving any slots.

General Undertakings and Negative Pledge: As set out in the Retained Claims Bonds set out in Schedule 2 to this Term Sheet.

NAN to have one board member which is not employed by or affiliated with the Group and which shall be approved by Nordic Trustee AS.

Slot Owner Covenants: As set out in Clause 10.4 (*Disposal of Slots*) and Clause 13.5 (*Slot Owner Covenants*) of the Existing Bond Terms, save that:

(a) overriding Clause 10.4.3, there shall be no ability to sell or dispose of Gatwick slots unless, to the extent there is consideration payable in such transaction, all material consideration in such transaction is cash; and

(b) for item 13.5 (g) (*Slot Owner Financial Indebtedness*) the carve-out for Intercompany Claims shall be amended so that Intercompany Claims are permitted, but subject to being assigned (if so required).

Slot Owner not to provide any financial support (including guarantees, third party security etc.).

The Issuer shall at all times cover any pension deficits in NAN and shall, in case of a Slot Disposal Trigger Event or in the event of any enforcement of any security by the Security Agent, promptly credit the Excess Slot Disposal Proceeds Account

with such amounts required to ensure that all pension deficits can be fully cash collateralised using such amounts.

Events of Default:	Standard Event of Default provisions applicable to the Issuer and the Group Companies, with a cross default threshold of NOK 75 000 000 (or equivalent thereof in any other currency).
Bond Terms:	The Existing Bond Terms to be amended to reflect the terms set out in this Term Sheet.
Paying Agent:	DNB Bank ASA.
Securities Depository:	The Bonds will be registered in book entry form in Verdipapirsentralen ASA, the Norwegian central securities depository (the CSD).
Examinership and Reconstruction:	<p>References to the Examinership and Reconstruction herein shall be references to (i) the examinership of the Issuer and certain of its subsidiaries granted by the High Court of Ireland on 7 December 2020 and (ii) the reconstruction of the Issuer granted by the Oslo Probate Court on 8 December 2020, respectively.</p> <p>“Schemes” means the schemes of arrangement relating to each of the companies subject to the Examinership and the reconstruction plan under the Reconstruction.</p>
Lock-up Undertaking:	The written resolution approving the terms set out herein shall include a provision that the Bond Trustee shall vote in favour of the Schemes.
Allocation of New Capital Perpetual Bonds:	The Bondholders shall be allocated a minimum of NOK 240 000 000 in the New Capital Perpetual Bond. An amount equal to 200% of the aggregate nominal amount of New Capital Perpetual Bonds subscribed for will be converted into bonds substantially on the terms set out in Schedule 2 (<i>Retained Claims Bonds</i>) (the Retained Claims Bonds), subject to adjustments as may be permitted under the Scheme as defined above.
Continuation of Existing Debt:	The Unsecured Portion shall be treated as unsecured debt in accordance with the Schemes and settled by issuance of a convertible claim against the Issuer, on the terms set out in the scheme of arrangement proposed by the Examinership.
Repurchase of Bonds:	The Issuer may purchase and hold Bonds and such Bonds may be retained, sold or cancelled in the Issuer's sole discretion.
Transfer Restrictions:	<p>The Bonds will be freely transferable in accordance with the rules and regulations governing securities registered in the CSD, and may be pledged, subject to the following:</p> <p>(a) Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due e.g. to its nationality, its residency, its registered address or its place(s) for doing business). Each Bondholder must ensure compliance with local laws and regulations at its own cost and expense.</p>

- (b) Notwithstanding the above, a Bondholder that has purchased the Bonds in contradiction to mandatory restrictions may nevertheless utilize its voting rights under the Bond Terms provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.

Governing Law:

The Bond Terms will be governed by Norwegian law with Oslo District Court (*tingrett*) as agreed legal venue.

SCHEDULE 2
CONDITIONS PRECEDENT

1. Conditions precedent for disbursement to the Issuer

- (a) Issuance of the Bonds to the shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee:
- (i) the Bond Terms duly executed by all parties;
 - (ii) completion of the Intercompany Claim Conversion;
 - (iii) a minimum allocation of NOK 240 000 000 in the New Capital Perpetual Bond;
 - (iv) NAS09 Bonds to be repaid at par value of NOK 250 000 000, plus fees and expenses and accrued interest upon emergence from the Reconstruction;
 - (v) amended Excess Slot Disposal Proceeds Account Pledge Agreement and NEI Share Charge duly executed by all parties and perfected;
 - (vi) Ordinary Slot Disposal Proceeds Account Pledge Agreement duly executed by all parties and perfected;
 - (vii) certified copies of all necessary corporate resolutions of the Issuer, the Guarantor and each provider of security to issue the Bonds and execute the Finance Documents to which it is a party;
 - (viii) a certified copy of a power of attorney (unless included in the corporate resolutions) from the Issuer, the Guarantor and each provider of security to relevant individuals for their execution of the Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on its behalf;
 - (ix) certified copies of the articles of association and of a full extract from the relevant company register in respect of the Issuer, the Guarantor and each provider of security evidencing that it is validly existing (the articles of association of the Guarantor to be based as of 7 December 2020);
 - (x) copies of the Issuer's latest Financial Reports (if any);
 - (xi) confirmation that the applicable prospectus requirements (ref the EU prospectus regulation (2017/1129)) concerning the issuance of the Bonds have been fulfilled;
 - (xii) confirmation that the Bonds are registered in the CSD;
 - (xiii) copies of any written documentation used in marketing the Bonds or made public by the Issuer or any Manager in connection with the issuance of the Bonds;
 - (xiv) all agreements as between any Group entity and Norwegian Air Norway AS required for Norwegian Air Norway AS to retain their Air Operator Certificate

and Operating Licence to be in place (each such agreement having a termination period no shorter than 3 months) and copies of any such agreements to be provided to the Bond Trustee;

- (xv) Any such fee letter as determined by the Bond Trustee, duly executed by the parties thereto; and
- (xvi) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).

The Bond Trustee, acting in its reasonable discretion, may, regarding this Clause (*Conditions precedent*), waive the requirements for documentation, or decide in its discretion that delivery of certain documents shall be made subject to an agreed closing procedure between the Bond Trustee and the Issuer.

SCHEDULE 3
RETAINED CLAIMS BONDS

INDICATIVE, NON-BINDING TERM SHEET



NORWEGIAN AIR SHUTTLE ASA RETAINED CLAIMS BONDS 2021/2026

ISIN [●]

Issuer:	Norwegian Air Shuttle ASA, incorporated under the laws of Norway with business registration number 965 920 358 and LEI-code 549300IEUH2FEM2Y6B51
Group:	The Issuer with all its subsidiaries from time to time
Bond Trustee:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85
Examinership and Reconstruction:	References to the Examinership and Reconstruction herein shall be references to (i) the examinership of the Issuer and certain of its subsidiaries granted by the High Court of Ireland on 7 December 2020 and (ii) the reconstruction of the Issuer granted by the Oslo Probate Court on 8 December 2020, respectively.
Eligibility and allocation:	Eligibility and allocation to be determined as provided for in the scheme of arrangement proposed under the Examinership and the reconstruction plan proposed under the Reconstruction.
Currency:	NOK
Issue Date:	Expected to be [●] ⁴
Maturity Date:	[In respect of 50% of the Bonds issued to each Bondholder on the Issue Date, 30 September 2025, and in respect of the remaining 50% of the Bonds issued to each Bondholder on the Issue date, 30 September 2026.] ⁵
Interest:	[0] p.a. ⁶

⁴ To be the Effective Date in respect of the scheme of arrangement under the Examinership and/or the reconstruction plan under the Reconstruction

⁵ TBC

⁶ TBC

Subscription Price:	100% of the Nominal Amount
Status of the Bonds:	The Bonds will constitute senior unsecured debt obligations of the Issuer. The Bonds will rank at least <i>pari passu</i> with each other and with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application).
Listing:	The Issuer shall use its reasonable endeavours to ensure that the Bonds are listed on the Exchange on or before the date falling 12 months after the Issue Date and thereafter remain listed on the Exchange until the Bonds have been redeemed in full.
Exchange:	Oslo Børs
Transaction Security:	Unsecured
Finance Documents	The Bond Terms, the Bond Trustee Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document
Information Undertakings:	Standard information undertakings pursuant to the Bond Terms
General Undertakings:	Standard general undertakings pursuant to the Bond Terms, addressing authorisations, compliance with laws, continuation of business, corporate status, mergers and de-mergers, disposals and related party transactions
Negative Pledge:	<p>The Issuer shall not, and shall procure that no other Group company will, create or allow to subsist, retain, provide, prolong or renew any security over any of its/their assets (whether present or future), other than any Permitted Security, where Permitted Security means any security:</p> <ul style="list-style-type: none"> (a) granted by Arctic Aviation Assets Limited, a company existing under the laws of Ireland with business registration number 531191, or its subsidiaries; (b) expressly contemplated in the scheme of arrangement proposed under the Examinership and the reconstruction plan proposed under the Reconstruction to continue following the effectiveness of the Examinership and the Reconstruction; (c) securing any Financial Indebtedness incurred by the Group which is: <ul style="list-style-type: none"> (i) wholly or partially guaranteed or provided by any government (including any governmental institution) to the Group or forms part of a financing arrangement involving any such Financial Indebtedness; or (ii) incurred to enable the Group to cover corporate expenses during the restrictions on commercial air traffic as a result of the Covid-19 pandemic; or

- (d) securing any trade instrument issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group.

Sustainability:	The Issuer will aim within 2030 to reduce carbon emissions with 45% per passenger per kilometer compared to the levels in 2010 and seek to be one of the leaders within the European airline industry in respect of emissions and sustainability.
Events of Default:	Standard Event of Default provisions applicable to the Issuer pursuant to the Bond Terms, with a cross acceleration threshold of NOK [•] ⁷ (or equivalent thereof in any other currency) and an equal threshold amount for insolvency or insolvency proceedings, creditor's process and material litigation.
Dividend Restriction:	No declaration or making of dividend payments, repurchase of shares or other distributions or loans to shareholders of the Issuer at any time while the Bonds remain outstanding.
Bond Terms:	<p>The standard Nordic Bond Terms for corporate high yield bonds related to each Relevant Jurisdiction will regulate the rights and obligations with respect to the Bonds. In the event of any discrepancy between this term sheet and the Bond Terms, the provisions of the Bond Terms shall prevail.</p> <p>By filing an application to subscribe for Bonds, each investor accepts to become a Bondholder (as defined in the Bond Terms) and to be bound by the provisions of the Bond Terms. Further, by filing such application, each investor accepts that certain adjustments to the structure and terms described in this term sheet may occur in the final Bond Terms.</p> <p>The Bond Terms shall include provisions on the Bond Trustee's right to represent the Bondholders, including a "no action" clause, meaning that no individual Bondholder may take any legal action against the Issuer individually (as further described in the Bond Terms). The Bond Terms will further contain provisions regulating the duties of the Bond Trustee, procedures for Bondholders' Meetings/Written Resolutions and applicable quorum and majority requirements for Bondholders' consent, whereby a sufficient majority of Bondholders may materially amend the provisions of the Bond Terms or discharge the Bonds in part or in full without the consent of all Bondholders, as well as other provisions customary for a bond offering as described herein.</p>
Defined terms:	Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Bond Terms.
Securities Depository:	The Bonds will be registered in book entry form in Verdipapirsentralen ASA, the Norwegian central securities depository (the CSD).
Repurchase of Bonds:	The Issuer may purchase and hold Bonds and such Bonds may be retained, sold or cancelled in the Issuer's sole discretion.

⁷ TBC

Terms of subscription: Any subscriber of the Bonds specifically authorises the Bond Trustee to execute and deliver the Bond Terms on behalf of the prospective Bondholder, who will execute and deliver relevant application forms prior to receiving Bond allotments. On this basis, the Issuer and the Bond Trustee will execute and deliver the Bond Terms and the latter's execution and delivery shall be on behalf of all of the subscribers, such that they thereby become bound by the Bond Terms. The Bond Terms specify that by virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by the terms of the Bond Terms and any other Finance Document, without any further action required to be taken or formalities to be complied with.

The Bond Terms shall be made available to the general public for inspection purposes and may, until redemption in full of the Bonds, be obtained on request to the Bond Trustee or the Issuer.

Subscription Restrictions: The Bonds will only be offered or sold within the United States to Qualified Institutional Buyers ("QIBs") as defined in Rule 144A under the U.S. Securities Act.

The Bonds have not and will not be registered under the U.S. Securities Act, or any state securities law except pursuant to an exemption from the registration requirements of the U.S. Securities Act and appropriate exemptions under the laws of any other jurisdiction. The Bonds may not be offered or sold within the United States to, or for the account or benefit of, any U.S. Person (as such terms are defined in regulations), except pursuant to an exemption from the registration requirements of the U.S. Securities Act. Failure to comply with these restrictions may constitute a violation of applicable securities legislation.

Paying Agent: DNB Bank ASA

Transfer Restrictions: The Bonds will only become freely transferable from the date that is 12 months following the Issue Date (or such earlier date as determined by the Issuer in its discretion), in accordance with the rules and regulations governing securities registered in the CSD, and may be pledged, subject to the following:

- (a) Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due e.g. to its nationality, its residency, its registered address or its place(s) for doing business). Each Bondholder must ensure compliance with local laws and regulations at its own cost and expense.
- (b) Notwithstanding the above, a Bondholder that has purchased the Bonds in contradiction to mandatory restrictions may nevertheless utilize its voting rights under the Bond Terms provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.

Governing Law: The Bond Terms will be governed by Norwegian law with Oslo District Court (*tingrett*) as agreed legal venue.

BONDHOLDERS' FORM