

INDICATIVE, NON-BINDING TERM SHEET



DIVIDEND CLAIMS TERMS

Issue Date: Expected to be [●]

Obligor:	Norwegian Air Shuttle ASA, incorporated under the laws of Norway with business registration number 965 920 358 and LEI-code 549300IEUH2FEM2Y6B51
Type:	Claims representing creditor dividend (Dividend Claims) pursuant to the examinership of the Obligor and certain of its subsidiaries granted by the High Court of Ireland on 7 December 2020 (the Examinership) and the reconstruction of the Obligor granted by the Oslo Probate Court on 8 December 2020 (the Reconstruction)
Currency:	NOK
Commencement Date:	The date for the payment of dividends to creditors in the Examinership and Reconstruction
Maturity Date:	10 years after the Commencement Date
Interest Rate:	6 month NIBOR, commencing following expiry of the Conversion Period on 30 September 2021
PIK Interest:	Interest to be settled through increase of the principal amount under the Dividend Claims
Interest Payment Date:	The last day of each Interest Period, the first Interest Payment Date being 1 April 2022
Interest Periods:	Subject to adjustment in accordance with the Business Day Convention, the period between 1 April and 1 October each year, and between 1 October in any such year and 1 April the following year
Business Day:	A banking day in Oslo, Norway
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
Tranches:	Each creditor shall at the Commencement Date hold Dividend Claims in two equal tranches (Tranche A and Tranche B , each a Tranche)

Conversion Rights:	In respect of each Tranche, a creditor shall be entitled at any time during the applicable Conversion Period to convert all (but not some only) of the principal amount thereunder into ordinary shares of the Issuer (Shares), at the Conversion Price.
Conversion Period:	The Conversion Period shall commence on (and include): <ul style="list-style-type: none"> (a) with respect Tranche A, the date falling 60 days after the Issue Date; and (b) with respect to Tranche B, the date falling 74 days after the Issue Date, and in each case shall end on (and include) 30 September 2021.
Conversion Price:	NOK [●] ¹ , subject to adjustment as set out in <i>Anti-Dilution Protection</i> and <i>Dividend Protection</i> below Upon exercise of Conversion Rights, a consideration equal to the Conversion Price shall be paid for each Share. Payment shall be carried out by set-off against the principal amount under the relevant Tranche. The number of new Shares to be issued upon conversion shall equal the principal amount of the Tranche that is to be converted, divided by the Conversion Price. If this does not result in a whole number of Shares, the number shall be rounded down to the nearest number of whole Shares.
Anti-Dilution Protection:	Euro-market standard anti-dilution provisions effective during the Conversion Period addressing, <i>inter alia</i> , share consolidations, share splits, spin-off events, rights issues, bonus issues and reorganisations
Dividend Protection:	Full dividend adjustment during the Conversion Period (for any distribution in cash or in kind) through adjustment to the Conversion Price
Status:	The Dividend Claims, including any accrued interest and any other amounts due in respect of thereof, shall constitute direct, unsecured obligations of the Obligor and shall rank: <ul style="list-style-type: none"> (a) <i>pari passu</i> without any preference among themselves; (b) senior in right and priority of payment to the ordinary share capital of the Obligor); and (c) junior in right and priority of payment, and shall be postponed and subordinated to, all present and future claims of all (i) unsubordinated creditors of the Obligor, and (ii) subordinated creditors whose rights are expressed to rank senior to the Dividend Claims.
No set-off:	Subject to applicable law, no creditor may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Obligor in respect of, or arising under or in connection with the Dividend Claims

¹ Conversion Price to be determined based on the Dividend Claims in aggregate converting into approx. 25% of the post-restructuring share capital of the Company.

and each creditor shall, by virtue of its holding of the Dividend Claims, be deemed to have waived all such rights of set-off, compensation or retention.

Security: Unsecured

No Events of Default: The Dividend Claims will not benefit from any event of default provisions. No creditor may declare any event of default by the Obligor of any of its obligations under the Dividend Claims or accelerate, demand or enforce payment of any such obligations (neither on a contractual basis nor on the basis of general principles of Norwegian law).

Notwithstanding the foregoing, the Dividend Claims shall become due and payable, together with accrued and unpaid interest, on or after the date on which any order is made or resolution is passed for the final and irrevocable liquidation, final and irrevocable winding-up or final and irrevocable dissolution (or an analogous insolvency process in any jurisdiction) of the Obligor (otherwise than for the purposes of reconstruction, amalgamation or merger where the Issuer is still solvent and the continuing entity assumes substantially all of the assets and obligations of the Obligor).

Transfer Restrictions: Each Tranche of Dividend Claims (in whole but not in part) will be freely transferable and may be pledged, subject to purchase or transfer restrictions as applicable from time to time under local laws to which the creditor may be subject (due e.g. to its nationality, its residency, its registered address or its place(s) for doing business). Each creditor must ensure compliance with local laws and regulations at its own cost and expense.

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