



To: Nordic Trustee AS as bond trustee for the bondholders in the Bond Issues (as defined below)

Oslo, 25 March 2020

REQUEST FOR FORBEARANCE

Reference is made to the following Bond Issues in respect of which the Company is the Issuer:

- (a) the Bond Issue USD 150,000,000 6.375% Norwegian Air Shuttle ASA Senior Unsecured Convertible Bonds 2019/2024 with ISIN NO 001 0868284 (CB);
- (b) the Bond Issue NOK 250,000,000 Norwegian Air Shuttle ASA Senior Secured Bond Issue 2017/2020 with ISIN NO 001 0809940 (NAS09);
- (c) the Bond Issue EUR 250,000,000 7.25% Norwegian Air Shuttle ASA Senior Unsecured Bond Issue 2015/2021 with ISIN NO 001 0753437 (NAS07); and
- (d) the Bond Issue SEK 963,500,000 Norwegian Air Shuttle ASA Senior Unsecured Bond Issue 2017/2022 with ISIN NO 001 0783459 (NAS08),

collectively referred to as the “Bond Issues” or the “Bonds”.

This is a letter requesting forbearance (the “**Forbearance Letter**”) from the bondholders in each of the above mentioned Bond Issues (the “**Forbearance Parties**”) for a period lasting until 18.00 hours Central European Summer Time on 30 June 2020 (the “**Forbearance Period**”).

The Company is experiencing adverse financial circumstances as a consequence of the extraordinary world-wide events arising due to the Covid-19 pandemic (the “**Pandemic**”). The Company is seeking to mitigate such circumstances and ensure that the Company can establish a sustainable financial platform both during and after the Pandemic. Throughout these mitigation efforts, the Company is committed to taking into account the interests of all parties, including the Forbearance Parties, and shall endeavour to treat all its financial stakeholders, including the Forbearance Parties, on an equitable basis.

The Company has been in dialogue with the Norwegian Government which, as announced on 19 March 2020, has decided to provide financial assistance to the Company by way of loan guarantees provided by *Garantiinstituttet for eksportkreditt* (each, a “**GIEK Guarantee**”) of up to NOK 3,000 million (the “**Financial Package**”). The Financial Package is contingent upon approval from EFTA’s Surveillance Authority as well as being subject to certain terms and conditions, one of which will require the financial support of all the Company’s financial stakeholders, including the Forbearance Parties.

The Financial Package is framed on the assumption that the Company will receive support from its shareholders and financial stakeholders, including the Forbearance Parties, and will be released to the Company on the following basis:

- 1) NOK 300 million will be made available immediately by way of a GIEK Guarantee, provided that third party banks, credit institutions or other commercial counterparties lend an amount equal to 10% of the above amount without the support of a GIEK Guarantee;
- 2) NOK 1,200 million will be made available by way of a GIEK Guarantee, provided that (i) the Company receives relief from its obligations to pay rental, interest and principal until 30 June 2020 from its financial stakeholders, including the Forbearance Parties, and (ii) that third party banks, credit institutions or other commercial counterparties lend an amount equal to 10% of the above amount without the support of a GIEK Guarantee; and
- 3) NOK 1,500 million will be made available by way of a GIEK Guarantee, provided (i) that the Company achieves satisfactory financial resilience, as determined by the Norwegian Government (metrics to be determined during the course of the process), and (ii) that external banks, credit institutions or other commercial counterparties lend an amount equal to 10% of the above amount without the support of a

GIEK Guarantee.

The Company has determined that it shall

- 1) work to attract liquidity based on the above assumptions and principles (the “**Process**”); and, in support of the Process,
- 2) ascertain a holistic and transparent process accounting for both the principle of equitable treatment of creditors, including the Forbearance Party, and the relative positions of creditors and shareholders.

Forbearance Request

In order to facilitate the Process we hereby ask for your support to agree to a forbearance during the Forbearance Period. Specifically, we request that, during the Forbearance Period, the Forbearance Parties shall not exercise any rights, including any voting rights, as a result of the Company failing to make any scheduled payment during the Forbearance Period, such rights to include, but not be limited to, the right to:

- 1) accelerate any amounts owed under the Bonds;
- 2) exercise any rights to enforce any security interest granted under or in connection with the Bond Issues; and
- 3) make any payment demands under the Bonds or any related guarantees.

Our Commitment

We shall work together in good faith with all its stakeholders, including the Forbearance Parties, with a view to achieving a long-term solution in relation to the Company’s financial situation both during and after the Pandemic.

We shall endeavour to treat all financial stakeholders, including the Forbearance Parties, on an equitable basis.

Any questions with respect to this Forbearance Letter may be addressed to: Martine Undeli Bekkelund at Martine.Undeli.Bekkelund@norwegian.com.

We confirm and agree that by acknowledging receipt of this Forbearance Letter the Forbearance Parties shall not have waived any of its rights, nor do they waive any default or event of default as defined within the respective bond agreements governing the Bond Issues and all of the rights, remedies powers and privileges granted to the bondholders under the respective bond agreements are reserved.

This Forbearance Letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by Norwegian law.

[Signature page follows]
SIGNATURE PAGE

For and on behalf of
Norwegian Air Shuttle ASA
(as Company)

Confidential

By: 
Name: Geir Karlsen
Title: Chief Financial Officer

Receipt acknowledged for and on behalf of **Nordic Trustee AS**
(as bond trustee under CB)

Receipt acknowledged for and on behalf of **Nordic Trustee AS**
(as bond trustee under NAS07)

By: _____
Name:
Title:

By: _____
Name:
Title:

Receipt acknowledged for and on behalf of **Nordic Trustee AS**

Receipt acknowledged for and on behalf of **Nordic Trustee AS**

(as bond trustee under NAS08)

(as bond trustee under NAS09)

By: _____
Name:
Title:

By: _____
Name:
Title:

Norwegian Air Shuttle ASA
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1366 Lysaker
3024 Baerum
Norway