

A copy of this document, which comprises a prospectus of DP Aircraft I Limited (the “Company”) for the issue of Shares in the Company, prepared in accordance with the Prospectus Rules of the Financial Conduct Authority made pursuant to section 73A of the Financial Services and Markets Act 2000, has been filed with the Financial Conduct Authority in accordance with Rule 3.2 of the Prospectus Rules. This document forms the Listing Document for the purposes of the application for listing of and permission to deal in the Shares on the Official List of the Channel Islands Stock Exchange.

The Shares are only suitable for investors (i) who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company, (ii) for whom an investment in the Shares is part of a diversified investment programme and (iii) who fully understand and are willing to assume the risks involved in such an investment programme.

Application has been made to the London Stock Exchange for the Shares, issued and to be issued in connection with the Placing, to be admitted to the Specialist Fund Market of London Stock Exchange plc and application has been made to the CISX for the Shares issued and to be issued in connection with the Placing to be admitted to listing on the Official List of the CISX. The Company and the Directors, whose names appear on page 32 of this prospectus, accept responsibility for the information contained in this prospectus. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Company is not authorised or regulated by the Financial Conduct Authority, the Guernsey Financial Services Commission or any other regulatory authority.

The attention of potential investors is drawn to the Risk Factors set out on pages 17 to 27 of this prospectus.

The latest time and date for applications under the Placing is noon on 1 October 2013. Further details of the Placing are set out in Part III of this prospectus. Capitalised terms contained in this prospectus shall have the meanings set out in Part XII of this prospectus.

DP Aircraft I Limited

(a company incorporated with limited liability under the laws of Guernsey with registered number 56941)

Placing of 113,000,000 Shares at an Issue Price of US\$1.00 per Share

Placing Agent **Canaccord Genuity Limited**

This document does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Shares in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company or Canaccord Genuity. The offer and sale of Shares have not been and will not be registered under the applicable securities laws of Australia, Canada or Japan. Subject to certain exemptions, the Shares may not be offered to or sold within Australia, Canada or Japan or to any national, resident or citizen of Australia, Canada or Japan.

The Shares have not been and will not be registered under the US Securities Act of 1933, as amended (the “US Securities Act”), or with any securities regulatory authority of any state or other jurisdiction of the United States and the Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the US Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. In addition, the Company has not been and will not be registered under the US Investment Company Act of 1940, as amended (the “US Investment Company Act”), and investors will not be entitled to the benefits of the US Investment Company Act.

Investors may be required to bear the financial risks of this investment in the Shares for an indefinite period of time. For a description of restrictions on offers, sales and transfers of Shares, see “Purchase and Transfer Restrictions” beginning on page 29 of this prospectus.

Canaccord Genuity (which is authorised and regulated in the United Kingdom by the Financial Conduct Authority) has been appointed to act as Placing Agent for the Company in connection with the Placing and is acting solely for the Company and will not regard any other person (whether or not a recipient of this prospectus or other information) as its customer in relation thereto and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Canaccord Genuity or for affording advice in relation to the Placing or for any other matter referred to in this document. Any prospective purchaser of Shares is recommended to seek its own professional advice.

Neither the admission of the Shares to the Official List of the CISX nor the approval of this prospectus pursuant to the listing requirements of the CISX shall constitute a warranty or representation by the CISX as to the competence of the service providers to or any other party connected with the Company, the adequacy and accuracy of the information contained in the prospectus or the suitability of the issuer for investment or for any other purpose.

The CISX has been recognised by Her Majesty’s Revenue and Customs (“HMRC”) under Section 1005 of the Income Tax Act 2007 and the UK Financial Conduct Authority has approved the CISX as a Designated Investment Exchange within the meaning of the Financial Services and Markets Act 2000.

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SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of security and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted into the summary because of the type of security and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “not applicable”.

Section A – Introduction and warnings

Element	Disclosure requirement	Disclosure
A.1	Warning	This summary should be read as an introduction to the prospectus. Any decision to invest in the securities should be based on consideration of the prospectus as a whole by the investor. Where a claim relating to the information contained in a prospectus is brought before a court, the plaintiff investor might, under the national legislation of the EU member states, have to bear the costs of translating such prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the prospectus or it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities.
A.2	Subsequent resale of securities or final placement of securities through financial intermediaries	Not applicable. The Company is not engaging any financial intermediaries for any resale of securities or final placement of securities requiring a prospectus after publication of this prospectus.

Section B – Issuer

Element	Disclosure requirement	Disclosure
B.1	Legal and commercial name	The issuer's legal and commercial name is DP Aircraft I Limited.
B.2	Domicile and legal form	The Company was incorporated with limited liability in Guernsey under The Companies (Guernsey) Law, 2008, as amended, on 5 July 2013 with registered number 56941.
B.5	Group description	The Group has been established to invest in aircraft. The Company will make its investments via a group structure which comprises the Borrowers, each being a Guernsey incorporated company limited by shares, and the Lessor, an Irish incorporated private limited company, all wholly owned subsidiaries of the Company. The Lessor will acquire legal title to the Assets as trustee for each of the Borrowers. The Borrowers and the Lessor are party to the Trust Agreements under which each of the Borrowers is beneficiary of the relevant Trust and the Lessor is the trustee.

Element	Disclosure requirement	Disclosure
B.6	Notifiable interests	<p>Not applicable. No interest in the Company's capital or voting rights is notifiable under the Company's national law.</p> <p>In respect of non-notifiable interests, as at the date hereof, so far as is known to the Company, the only person with an interest in the Company's capital or voting rights is DS Aviation which is indirectly wholly-owned by JS Holding. DS Aviation currently owns the entire issued share capital of the Company comprising one Subordinated Administrative Share. Accordingly, DS Aviation currently controls the Company and there are no arrangements known to the Company, other than the Placing, the operation of which may subsequently result in a change of control of the Company.</p> <p>As at the date hereof, so far as is known to the Company, no person will, immediately following Admission, be directly or indirectly interested in 5 per cent. or more of the Company's capital. None of the Company's Shareholders has voting rights attached to the Shares they hold different from the voting rights attached to any other Shares in the same class in the Company.</p>
B.7	Key financial information	Not applicable. The Company has not commenced operations and no financial statements have been made up as at the date of this prospectus.
B.8	Key <i>pro forma</i> financial information	Not applicable. There is no <i>pro forma</i> financial information included in this prospectus.
B.9	Profit forecast	Not applicable. There are no profit forecasts included in this prospectus.
B.10	Description of the nature of any qualifications in the audit report on the historical financial information	Not applicable. The Company has not commenced operations and no financial statements have been made up as at the date of this prospectus.

<p>B.11</p>	<p>Working capital insufficiency</p>	<p>The Group does not have sufficient working capital available to it for its present requirements, that is for at least the next 12 months from the date of this prospectus.</p> <p>However, the shortfall in working capital relates exclusively to working capital required in order to acquire the Assets. Such financing is subject to the completion of the Placing and the Company agreeing the terms of, and entering into, the Loan Agreements. The Loan Agreements have been substantially agreed with the Lenders in relation to the Loans. The Company is therefore confident that it will be able to execute agreements on favourable terms with the Lenders in relation to the Loans.</p> <p><i>Relative timing</i></p> <p>As further described in Part III of this prospectus, the Placing is not being underwritten and the Placing will not proceed if the Placing Proceeds are less than the Placing Amount.</p> <p>The Company's entry into the respective Sale Agreements and Lease Novations in relation to each of the Assets is conditional on financing being available to the Company under the relevant Loans. The Company's liability to fund the relevant Sale Price in relation to each of the Assets and proceed with the acquisition of each of the Assets will not arise until the Company has executed the relevant Sale Agreement in relation to the relevant Asset, and the Company will not do so until the relevant Loan Agreement has been agreed with the relevant Lender. Similarly, the Company's obligation to have novated to it the Lease of each Asset to Norwegian will be conditional on a Lender having made financing available to the Company under the relevant Loan.</p> <p>Admission is conditional upon the Principal Documents, namely the Sale Agreements, the Lease Novations and the Loan Agreements, having been executed.</p> <p><i>Shortfall</i></p> <p>Pending completion of the Placing and the Principal Documents being executed and becoming unconditional, the shortfall in working capital equates to the Sale Price for each Asset.</p> <p>In the Directors' opinion, there is no shortfall in respect of the working capital required for the Group's existing operations other than the acquisition of the Assets, as set out above and accordingly there is no requirement for additional funding for such existing operations.</p> <p>Upon completion of the Placing and the entry into of the Principal Documents (which will be prior to Admission) and the Principal Documents becoming unconditional (which is expected after Admission) the Group will have the working capital required to acquire each Asset.</p> <p><i>Implications</i></p> <p>If the Company were unable to agree the terms of the Loan Agreements with the Lenders or conditions to drawdown under the Loan Agreements are not met and the Loans were therefore unavailable to the Company, then the Company would need to arrange alternative debt finance to fund the acquisition of the Assets. If such funding were ultimately not available then the Company would be unable to purchase the Assets. In such circumstances, Admission would not take place and no placing monies would be taken.</p>
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B.34	Investment policy	<p><i>Investment objective</i></p> <p>The Company's investment objective is to obtain income returns and a capital return for its Shareholders by acquiring, leasing and then, when the Board considers it is appropriate, selling aircraft.</p> <p><i>Investment policy</i></p> <p>To pursue its investment objective, the Company intends to use the net proceeds of placings and other equity capital raisings, together with debt facilities, to acquire aircraft which will be leased to one or more international airlines.</p> <p>Any material change to the investment policy of the Company will be made only with the approval of Shareholders in the form of an ordinary resolution.</p> <p><i>Initial investment process</i></p> <p>The Company intends to use the Placing Proceeds and the proceeds of two separate Loans, each of US\$79,800,000, to fund the purchase of two Boeing 787-8 aircraft. The Principal Documents will be executed prior to Admission and completion of the acquisition of the Assets and the Lease Novations is expected in the fourth quarter of 2013.</p> <p>The Company will buy the Assets with the benefit of the pre-negotiated leases for the Assets with Norwegian, each for a term of 12 years from their respective commencement dates (which were in June and August of this year). The Company will have the ability to acquire additional aircraft if in the view of the Board the acquisition of such additional aircraft would not have a material adverse effect on the Company's target income distributions. As with the acquisition of the Assets, the acquisition of additional aircraft would be financed by way of a placing and a loan. Any subsequent placings or other equity capital raisings to finance the acquisition of further aircraft will be made only with the approval of Shareholders by way of ordinary resolution.</p>
B.35	Borrowing limits	<p>In addition to the Loans, the Company may, from time to time use borrowings. To this end the Company may arrange an overdraft facility for efficient cash management. The Directors intend to restrict borrowings other than the Loans to an amount not exceeding 15 per cent. of the NAV of the Company at the time of drawdown. Borrowing facilities will only be drawn down with the approval of Directors on a case by case basis. Directors may also draw down on the overdraft facility for extraordinary expenses determined by them, on the advice of DS Aviation, to be necessary to safeguard the overall investment objective. With the exception of the Loans, the Directors have no intention, as at the date of this prospectus, to use such borrowings for structural investment purposes.</p>
B.36	Regulatory status	<p>The Company is not authorised or regulated by the FCA or the GFSC.</p> <p>From Admission, the Company will be subject to the CISX Listing Rules and the Disclosure and Transparency Rules of the FCA.</p>
B.37	Typical investor	<p>Typical investors in the Company are expected to be institutional and sophisticated investors, investment professionals, high net worth bodies corporate, unincorporated associations, partnerships and trustees of high value trusts and private clients (all of whom will invest through brokers).</p>

B.38	Investment of 20 per cent. or more in single underlying asset or investment company	<p>The following assets or companies may constitute investments of 20 per cent. or more of the Company's Gross Asset Value on Admission:</p> <ul style="list-style-type: none"> (a) the entire issued share capital of the Lessor, which will own the Assets as trustee of the Trusts; and (b) the entire issued share capital of the First Borrower which will be the beneficiary of the relevant Trust in relation to the First Asset; and (c) the entire issued share capital of the Second Borrower, which will be the beneficiary of the relevant Trust in relation to the Second Asset.
B.39	Investment of 40 per cent. or more in another collective investment undertaking	Not applicable – the Company will not invest in collective investment undertakings.
B.40	Applicant's service providers	<p><i>Asset Manager</i></p> <p>The Asset Manager, DS Aviation, has been appointed to provide asset management services to the Company under the terms of an asset management agreement. The services provided by the Asset Manager include maintaining an overview of the Assets. The Asset Manager will not undertake any regulated activities for the purpose of the UK Financial Services and Markets Act 2000.</p> <p>Pursuant to the Asset Management Agreement, DS Aviation will: (a) maintain ongoing communication with the Lessee, the financing parties, the airframe and engine manufacturers and provide the Company with reports in relation thereto, (b) undertake regular inspections of the Assets, (c) monitor the Lessee's performance of all the obligations specified in the relevant Lease (including obligations as regards the insurance of the Assets) and provide information and advice in the event of default), (d) support the Company in any sale or re-leasing activity in respect of the Assets and (e) provide input into the Company's reports, announcements and Shareholder communications.</p> <p>DS Aviation will dedicate such time and attention to the performance of its duties as shall properly be required to discharge them.</p> <p>The Asset Management Agreement shall continue and remain in force until 31 October 2027. It will end automatically without the need for any notice of termination upon completion of the dissolution of the Company, subject to earlier termination (a) by either party on immediate notice in certain circumstances, including unremedied material breach of contract by or insolvency of the other party; (b) by the Company in relation to an Asset on one month's prior written notice if a sale of that Asset has been completed or a Total Loss has occurred in relation to that Asset; and (c) by the Company if DS Aviation is unable to comply with certain 'key person' provisions.</p> <p>The Asset Management Agreement contains a 'key person' provision with the aim of ensuring the Company retains the benefit of the expertise of Christian Mailly or a suitable replacement for the duration of the agreement.</p>

		<p><i>Management Fee</i></p> <p>The Company will pay DS Aviation a management fee of US\$250,000 per annum per Asset (inflating annually from 2014 onwards, at 2.5 per cent. per annum), payable monthly in arrears commencing from the acquisition of each relevant Asset.</p> <p><i>Arrangement Fee</i></p> <p>The Asset Manager is also entitled to receive its share of the Arrangement Fee.</p> <p><i>Disposal Fee</i></p> <p>Upon the sale or Total Loss of an Asset, the Company will pay DS Aviation a percentage of the total return per Share attributable to that Asset prior to the date of sale or Total Loss. The percentage payable to DS Aviation will vary depending on the level of the total return per Share attributable to that Asset expressed as a percentage of the Issue Price and will range from nil (if the total return per Share attributable to the Asset is less than 200 per cent.) to 3 per cent. if the total return per Share attributable to the Asset equals or exceeds 300 per cent..</p> <p>The Disposal Fee will be adjusted in the event that an Asset is disposed of before the end of the scheduled term of the relevant Lease, in accordance with an agreed mechanism.</p> <p><i>Secretarial and administration arrangements</i></p> <p>Dexion will provide administrative and company secretarial services to the Company under the terms of an administration agreement. In such capacity, the Administrator is responsible for general secretarial functions required by the Companies Laws and for ensuring that the Company complies with its continuing obligations as a company whose Shares are admitted to trading on the SFM and listed on the Official List of the CISX. The Administrator has responsibility for the safekeeping of any cash and any title documents relating to the Group's assets, to the extent that these are not retained by any lending bank as security. The Administrator is also responsible for general administrative functions of the Company, as set out in the Administration Agreement.</p> <p>The Administrator will be entitled to an establishment fixed fee of £12,500 for the Company (and in the event that the Company launch is aborted an abort fee will apply which equals to the establishment fixed fee); a secretarial fee of £25,000 per annum assuming quarterly Board meetings, plus any committee meetings as described in the prospectus assuming quarterly Board meetings in Guernsey and an annual general meeting each year, plus an additional £1,640 for each ad hoc Board meeting held and a further £1,640 for each board meeting of each wholly-owned subsidiary that the Company incorporates (other than the Lessor); and a financial reporting fee for the Company on a group consolidated basis in respect of the preparation and approval of audited annual reports, half year reports and interim management statements, in the amount of £16,000 per annum and an initial set up fee of £1,000 in respect of the first set of accounts. In addition to the above remuneration the Administrator shall also be entitled to the administration fee in the minimum amount of £1,250 per month and such other remuneration as shall be agreed between the Administrator and the Board from time to time, (including activity fees as previously agreed with the Company or time cost charges which shall be levied by the Administrator for any other matter not already included under the Administration Agreement).</p>
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		<p><i>Other arrangements</i></p> <p>The Company's registrar is Capita Registrars (Guernsey) Limited (the "Registrar") which has been appointed pursuant to the Registrar Agreement.</p> <p>The Registrar is entitled to receive various fees for services provided, including an annual basic registration fee equal to £1.35 per Shareholder appearing on the register during that year, with a minimum charge per annum of £6,000, as well as reasonable out-of-pocket expenses.</p> <p>The Company will utilise the services of the Registrar in relation to the transfer and settlement of Shares held in uncertificated form.</p> <p>Given that the fees payable under the Registrar Agreement are calculated as a multiple of the number of Shareholders admitted to the register each year plus a multiple of the number of Share transfers made each year, there is no maximum amount payable under the Registrar Agreement.</p> <p>KPMG will provide audit services to the Company. The annual report and accounts will be prepared according to accounting standards in line with IFRS.</p> <p>The fees charged by the Auditors depend on the services provided, computed, <i>inter alia</i>, on the time spent by the Auditors on the affairs of the Company and there is no maximum amount payable under the Auditor's engagement letter.</p> <p>OCFL is acting as sponsor to the CISX listing and is entitled to receive for such service a fee of £10,000 as well as an annual fee of £2,000.</p>
B.41	Regulatory status of investment manager	<p>Not applicable. The Company has no external investment manager. The Directors will be responsible for making decisions relating to the Company and the Assets.</p> <p>The Asset Manager is a German limited partnership (<i>Kommanditgesellschaft</i>) having its office at Stockholmer Allee 53, 44269 Dortmund, Germany, registered with the commercial register of the local court (<i>Amtsgericht</i>) of Dortmund under number HRA16790 acting through its general partner, DS Aviation Management GmbH. The Asset Manager is not a regulated investment manager.</p>
B.42	Calculation of Net Asset Value	<p>The Company intends to calculate the NAV, as prepared by the Administrator, annually, given the nature of the Assets.</p> <p>The Company will depreciate the Assets on a straight line basis over the estimated useful life of the Assets and taking into consideration the estimated residual value. In making a judgement regarding these estimates the Directors will consider previous sales of similar aircraft and other available aviation information. The useful life of an Asset is estimated based on the expected period for which the Company will own and lease the aircraft.</p> <p>The NAV will be published in the Company's annual report and accounts.</p> <p>Interim reports that are published will use the NAV from the annual report and accounts immediately preceding it. The Company may also, at its discretion, arrange for additional valuations to be carried out from time to time if market conditions warrant. The NAV of the Company will be determined in accordance with IFRS.</p>

		<p>The Company will engage three Independent Expert Valuers each year to provide a valuation of the Assets and will take into account the average of the three valuations provided. The Company expects that, in performing their valuation, Independent Expert Valuers will have regard to factors such as the condition of the Assets, the prevailing market conditions (which may impact on the resale value of the Assets), the Leases (including the scheduled rental payments and remaining scheduled term of the Leases) and the creditworthiness of the Lessee. Accordingly, any early termination of the Leases may impact on the valuation of the Assets.</p> <p>The above list of factors to be taken into account in the valuation is illustrative only and is not intended to be exhaustive or binding on the Company or any Independent Expert Valuers.</p>
B.43	Cross liability	Not applicable. The Company is not an umbrella collective investment undertaking.
B.44	Key financial information	Not applicable. The Company has not commenced operations and no financial statements have been made up as at the date of this prospectus.
B.45	Portfolio	Admission will be conditional on the Company having executed the Principal Documents. Following execution of the Principal Documents and Admission taking place, the Assets are expected to be acquired in the fourth quarter of 2013.
B.46	Net Asset Value	Not applicable. The Company has not commenced operations.

Section C – Securities

Element	Disclosure requirement	Disclosure
C.1	Type and class of security	The Company intends to issue the Shares of no par value each in the capital of the Company. The ISIN of the Shares is GG00BBP6HP33 and the SEDOL is BBP6HP3. The Shares will be issued under Guernsey law.
C.2	Currency	The currency of denomination of the Placing is US Dollars.
C.3	Number of securities to be issued	The Company intends to issue 113,000,000 Shares at an Issue Price of US\$1.00 per Share.

Element	Disclosure requirement	Disclosure
C.4	Description of the rights attaching to the securities	<p>The Shares carry the right to receive all dividends declared by the Company (other than in relation to assets attributable to any class of C Share).</p> <p>Subject to the Articles, in the event of a winding-up of the Company (where no C Shares are outstanding), the surplus assets of the Company available for distribution to holders after payment of all other debts and liabilities of the Company shall be applied in the following manner and order of priority:</p> <ul style="list-style-type: none"> (i) first, in paying to each holder of Shares in respect of each Share of which it is the holder a sum equal to the amount paid up or credited as paid up thereon; (ii) second, in paying to each holder of Subordinated Administrative Shares in respect of each Subordinated Administrative Share of which it is the holder a sum equal to the amounts paid up or credited as paid up thereon; and (iii) third, the balance of such assets (if any) shall be distributed amongst the holders of Shares (in proportion to the number of Shares held by them). <p>Shareholders will be entitled to attend and vote at all general meetings of the Company and, on a poll, to one vote for each Share held.</p>

C.5	Restrictions on the free transferability of the securities	<p>The Directors may, without assigning any reasons therefor, refuse to register the transfer of a certificated Share (whether fully paid or not) unless the instrument of transfer is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by any certificates for the Shares to which it relates and such other evidence as the Directors may require to show the right of the transferor to make the transfer.</p> <p>The Directors may only decline to register a transfer of an uncertificated Share in the circumstances set out in the regulations applicable to Euroclear and/or the CREST relevant system from time to time in force or such as may otherwise from time to time be adopted by the Directors on behalf of the Company or the rules of any relevant system, or where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated Share is to be transferred exceeds four.</p> <p>In addition, the Board may decline to transfer, convert or register a transfer of any Share in certificated form or (to the extent permitted by the CREST Guernsey Requirements) uncertificated form: (a) if it is in respect of more than one class of Shares; (b) if it is in favour of more than four joint transferees; (c) if applicable, if it is delivered for registration to the registered office of the Company or such other place as the Board may decide, not accompanied by the certificate for the Shares to which it relates and such other evidence of title as the Board may reasonably require; or (d) the transfer is in favour of any Non-Qualified Holder.</p> <p>For these purposes a "Non-Qualified Holder" means any person: (a) whose ownership of Shares may cause the Company's assets to be deemed "plan assets" for the purposes of ERISA or the US Tax Code; (b) whose ownership of the Shares may cause the Company to be required to register as an "investment company" under the US Investment Company Act (including because the holder of the Shares is not a "qualified purchaser" as defined in the US Investment Company Act); (c) whose ownership of Shares may cause the Company to register under the US Exchange Act or any similar legislation; (d) whose ownership of Shares may cause the Company not being considered a "Foreign Private Issuer" as such term is defined in rule 3b-4(c) under the US Exchange Act; (e) whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time; or (f) whose ownership of Shares may cause the Company to be a "controlled foreign corporation" for the purposes of the US Tax Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code).</p>
C.6	Admission	<p>Applications will be made for the Shares to be admitted to listing on the Official List of the C1SX and to trading on the SFM. It is expected that Admission will become effective, and that dealings in the Shares will commence, at 8.00 a.m. on 4 October 2013.</p>

Element	Disclosure requirement	Disclosure
C.7	Dividend policy	<p>The Company aims to provide Shareholders with an attractive total return comprising income, from distributions through the period of the Company's ownership of the Assets, and capital, upon any sale of the Assets.</p> <p>It is anticipated that income distributions will be made quarterly, subject to compliance with Applicable Law and regulations, in January, April, July and October of each year. Once the First Asset and the Second Asset have been acquired and leased, the Company will target a distribution to investors of 2.25 cents per Share per quarter (amounting to a yearly distribution of 9.0 per cent. based on the Issue Price of US\$1.00 per Share) with the first distribution expected to be made in January 2014.</p> <p>The Company will target a net IRR in excess of 11 per cent. over the life of the Leases and taking into account the economic full-life condition of the Assets upon the expiry of the Leases.</p> <p>The target dividends and net IRR outlined above are targets only and should not be treated as an assurance or guarantee of performance or a profit forecast. They are based on the performance projections of the investment strategy and market conditions at the time of modelling and are therefore subject to change. There is no guarantee that any target dividends or net IRR can or will be achieved. Investors should not place any reliance on such target dividends or net IRR in deciding whether to invest in shares or assume that the Company will make any distributions at all.</p>

Section D – Risks

Element	Disclosure requirement	Disclosure
D.2	Key information on the key risks specific to the issuer	<ul style="list-style-type: none"> ● The Company has not entered at the date of this prospectus into the agreements relating to the Loans or the purchase or lease of the Assets; Admission will not take place unless the Principal Documents are executed. If Admission takes place but either or both of the Assets is not acquired by 31 October 2013, the Directors will consider alternatives for the Company, including ways to return any unused capital to the Shareholders. ● Failure to comply with the terms of the Loan Agreements, including failure to pay interest and repay principal when due, could result in the Lenders enforcing their security over either or both of the Assets (as the Loans are cross-collateralised) and selling the relevant Asset or Assets on the market.

Element	Disclosure requirement	Disclosure
		<ul style="list-style-type: none"> ● Any failure by Norwegian to pay any amounts when due would have an adverse effect on the Group's ability to comply with its obligations under the Loan Agreements, could ultimately have an impact on the Company's ability to pay dividends and could result in the Lenders enforcing their security and selling the relevant Asset or Assets on the market. ● Norwegian's stated strategy of providing low-cost long haul flights is untested and may not be successful; failure of this strategy, or any other material part of Norwegian's business, may adversely affect Norwegian's ability to comply with its obligations under the Leases. ● The ability of the Company to achieve its investment objective is significantly dependent upon the expertise of certain key personnel at DS Aviation; there is no guarantee that such personnel will be available to provide services to the Company for the scheduled term of the Leases or following the termination of one or both Leases. ● There is no guarantee that, upon expiry of the Leases, the Assets could be sold for an amount that will enable Shareholders to realise a capital profit on their investment or to avoid a loss. ● The Boeing 787-8 is a newly developed generation of aircraft; there is currently insufficient experience and data to be able to give a complete assessment of the long-term use and operation of the aircraft; the Company is exposed to the used aircraft market of the 787-8, which is untested. ● The airline industry is particularly sensitive to changes in economic conditions and is highly competitive; risks affecting the airline industry generally could affect the ability of Norwegian (or any other lessee) to comply with its obligations under the Leases (or any subsequent lease).

Element	Disclosure requirement	Disclosure
D.3	Key information on the key risks specific to the securities	<ul style="list-style-type: none"> ● There can be no guarantee that a liquid market in the Shares will exist. Accordingly, Shareholders may be unable to realise their Shares at the quoted market price, or at all. ● An investment in shares traded on the SFM and the CISX may carry a higher risk than an investment in shares listed on the premium segment of the market for listed securities of the London Stock Exchange. ● The Shares may trade at a discount to Net Asset Value and Shareholders may be unable to realise their investments through the secondary market at Net Asset Value. ● The Company has no formal discount control mechanism nor a share buy-back programme. ● Target returns and target net IRR specified in this prospectus are targets only and should not be treated as assurances or guarantees of performance or profit forecasts. There can be no assurance that these targets can or will be met and they should not be seen as an indication of the Company's expected or actual results or returns. Accordingly investors should not place any reliance on these targets in deciding whether to invest in Shares or assume that the Company will make any distributions at all.

Section D – Risks

Element	Disclosure requirement	Disclosure
E.1	Net proceeds and costs of the issue	<p>The Company will issue 113,000,000 Shares pursuant to the Placing. On the basis that 113,000,000 Shares are issued pursuant to the Placing, it is expected that the net proceeds of the Placing would be approximately US\$110.5 million and the net assets of the Company would be increased by approximately US\$110.5 million. The fees and expenses of the Placing will reduce the earnings or increase the losses of the Company.</p> <p>Canaccord Genuity will be entitled to receive a commission of 1.5 per cent. of the Placing Proceeds.</p>
E.2a	Reason for offer and use of proceeds	<p>The Placing is being made in order to raise funds for the purpose of achieving the investment objective of the Company, as described in Part I of this prospectus.</p> <p>The Board intends that the Placing Proceeds will be used by the Company to acquire the Assets.</p>

Element	Disclosure requirement	Disclosure
E.3	Terms and conditions of the offer	<p><i>The Placing</i></p> <p>The Placing comprises 113,000,000 Shares to be issued at a price of US\$1.00 each pursuant to the Placing.</p> <p><i>Conditions</i></p> <p>The Placing is conditional upon, <i>inter alia</i>:</p> <p>(a) the Principal Documents being executed;</p> <p>(b) Admission occurring; and</p> <p>(c) the Placing Agreement having become unconditional in all respects and not having been terminated in accordance with its terms before Admission.</p> <p>If any of these conditions are not met, the Placing will not proceed. The Company will not proceed with the Placing if the Placing Proceeds are less than the Placing Amount. If the Placing does not proceed, subscription monies received will be returned without interest at the risk of the applicant.</p> <p>The Company, the Asset Manager, JS Holding (the Asset Manager's parent company) and Canaccord Genuity have entered into the Placing Agreement, pursuant to which Canaccord Genuity has agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for the Shares made available in the Placing.</p> <p>Allocations of the Shares will be determined at the discretion of Canaccord Genuity (following consultation with the Company). Under the Placing Agreement, Canaccord Genuity is entitled to receive a commission of 1.5 per cent. of the Placing Proceeds, payable on Admission, and its share of the Arrangement Fee.</p>
E.4	Material interests	Not applicable. No interest is material to the Placing.
E.5	Name of person selling Securities/ lock up agreements	Other than the subscriber share issued to DS Aviation on the Company's incorporation, the Company has no shares in issue and there will therefore be no selling Shareholders.
E.6	Dilution	Other than the subscriber share issued to DS Aviation on the Company's incorporation, the Company has no shares in issue and there will therefore be no dilution of existing Shareholders.
E.7	Expenses charged to the investor	Not applicable. There are no expenses charged directly to investors by the Company.

RISK FACTORS

The risks referred to below are the risks which are considered to be material but are not the only risks relating to the Company and the Shares. There may be additional risks that the Company and the Board do not currently consider to be material or of which the Company and the Board are not currently aware. Potential investors should review this prospectus carefully and in its entirety and consult with their professional advisers before acquiring any Shares.

If any of the risks referred to in this prospectus were to occur, the financial position and prospects of the Group could be materially and adversely affected. If that were to occur, the trading price of the Shares and/or their Net Asset Value and/or the level of dividends or distributions received from the Shares could decline significantly or such dividends or distributions (if any) might be suspended and investors could lose all or part of their investment.

Risks relating to the Company

No operating history

The Company is a recently established asset holding company and has no operating history. Accordingly, there are no historical financial statements or other meaningful operating or financial data with which to evaluate the Company and its performance. The past performance of investments managed and monitored by the Asset Manager (and any entities to whom the Asset Manager subcontracts such responsibilities) is not a reliable indication of the future performance of the Assets. An investment in the Company is therefore subject to all of the risks and uncertainties associated with a new business, including the risk that the Company will not achieve its investment objective and that the value of the investors' investment could decline substantially as a consequence.

Compensation Risk

The subscription for Shares and the performance of the Shares will not be covered by the Financial Services Compensation Scheme or by any other compensation scheme.

Investment in the Company is only suitable for sophisticated investors

Investments in aircraft and aircraft leases are only suitable for sophisticated investors who fully understand and are willing to assume the risks involved in such investments and who are capable of evaluating the merits and risks of such an investment, or other investors who have been professionally advised with regard to investment, and who have sufficient resources to be able to bear any losses which may arise therefrom (which may be equal to the whole amount invested). Potential investors should have regard to this when considering an investment in the Company.

The Directors consider that an investment in the Company should be regarded as long term in nature and is suitable only for sophisticated investors, investment professionals, high net worth bodies corporate, unincorporated associations and partnerships and trustees of high value trusts and private clients (all of whom will invest through brokers), in each case, who can bear the economic risk of a substantial or entire loss of their investment and who can accept that there may be limited liquidity in the Shares.

Target returns

The target dividends and net IRR set out in this prospectus are targets only and are not hard commitments or profit forecasts and are based on financial projections which are themselves based on assumptions regarding market conditions and economic environment, the most material of which are set out in Part IX of this prospectus. Although the Board and the Asset Manager consider these assumptions to be reasonable there is no assurance that any or all of them will be justified. There is no guarantee that the target dividends and/or net IRR of the Company can be achieved at the level set out in this prospectus or that its Net Asset Value will not decrease. A variety of factors, including changes in financial market conditions, interest rates, exchange rates, government regulations, the worldwide economic environment, the air transport industry or the occurrence of risks described elsewhere in this prospectus could adversely impact the Company's ability to achieve its targets and its performance. Investors should not place any reliance on such target returns in deciding whether to invest in the Company. A failure by the Company to achieve its target returns or increase its Net Asset Value could adversely impact the value of the Shares.

and result in a loss of all or part of an investor's investment. In addition any change in the accounting policies, practices or guidelines relevant to the Group and its investments may reduce or delay the distributions received by investors.

To the extent that there are impairments to the value of the Assets that are recognised in the Company's statement of comprehensive income, this may affect the profitability of the Company (or lead to losses) and affect the ability of the Company to pay dividends.

Such risks may materially and adversely affect the performance of the Group and returns to investors.

Conflicts of interest

DS Aviation has undertaken that it will dedicate such time and attention to the performance of its duties under the Asset Management Agreement as shall properly be required to discharge them.

DS Aviation currently manages assets on behalf of other investment vehicles that have similar investment objectives and policies to the Company and may manage assets on behalf of other similar investment vehicles in the future. In certain circumstances, this may give rise to potential conflicts of interests e.g. if the sale of a relevant Asset is being considered at a time when the other vehicles for which DS Aviation manages assets also have aircraft assets for sale, conflicts of interest may arise for DS Aviation in finding the best potential buyer for its advisees (including the Company).

Although potential conflicts of interest may arise such that DS Aviation has to consider decisions in its various roles that may impact on the Company, DS Aviation has undertaken to work with the Board to resolve such conflicts in a fair and equitable manner. In any event, the approval of the Board or a committee of the Board will be required for any decisions relating to the Company and the Assets since the Asset Manager has no power to make such decisions without the Board.

The Directors are or may become directors of and/or investors in other companies, including investment companies.

Service providers and their affiliates may be involved in other financial, investment or professional activities that may on occasion give rise to conflicts of interest with the Company. Each service provider will have regard to its obligations under its agreements with the Company or otherwise to act in the best interests of the Company, so far as is practicable having regard to its obligations to other clients, when potential conflicts of interest arise.

Execution of agreements

Admission is conditional upon the execution of the Principal Documents to enable the Group to purchase the Assets and lease them to Norwegian. If the Principal Documents have not been executed by the time of Admission, Admission will not take place and no placing monies will be taken.

Once the Principal Documents have been executed, completion of the acquisition of the Assets will be subject to the execution of certain other documentation which will then be in agreed form. As at the date of this prospectus the Company, as advised by DS Aviation, expects that those other agreements will be able to be executed shortly after Admission. In circumstances where the Company is unable to execute all relevant documentation, there is a risk that the Company may not be able to purchase the Assets. Should the Company be unable, following Admission, to purchase either or both Assets before 31 October 2013, the Directors will consider alternatives for the Company, including ways to return any unused capital to the Shareholders.

Risk of debt financing

In order to finance the purchase of the Assets, the Company intends that two separate Loan Agreements will be entered into shortly before Admission pursuant to which the Group will borrow an amount of US\$159,600,000 in total. Pursuant to the Loan Agreements, the Lenders will be given first ranking security over the Assets. Further details on the Loan Agreements can be found in Part VIII of this prospectus.

Under the provisions of each of the Loan Agreements, it is a condition precedent to the Lenders' obligation to advance each Loan that there has been no material adverse change in any relevant domestic and/or international credit markets applicable to the funding of the Lenders' participations in the Loan. If there is

such a material adverse change in credit markets prior to the drawdown date of the relevant Loan, there is a risk that the Lenders may not advance the relevant Loan. In addition, the Company's dependency on Loans to complete the purchase of the Assets exposes it to any solvency risk of the Lenders. A threat to the solvency of a Lender may cause the Lender to withdraw its offer of financing. If the Lenders do not advance a Loan, the Company may not be able to finance the purchase of the Assets which may have a material adverse effect on the Company and the value of the Shares and could affect the ability of the Company to meet its investment objective.

Under the provisions of each of the Loan Agreements, the Borrowers will be required to comply with loan covenants and undertakings. A failure to comply with such covenants or undertakings may result in the relevant Lenders recalling the relevant Loan. In such circumstances, the Group may be required to sell the relevant Asset to repay the outstanding relevant Loan. There are circumstances (including the Borrower's failure to repay a relevant Loan in full) under which the Lenders may enforce the security and sell the relevant Asset or Assets on the market, and use the proceeds for discharge of the Borrower's or the Borrowers' relevant outstanding Loan Repayments relating to the relevant Loan or Loans.

In either case, if an Asset is sold, in relation to that Asset, the Shareholders will only receive the proceeds left after deducting associated costs and relevant Loan Repayments. There may be no proceeds left after such deduction or the remaining proceeds may be substantially lower than their initial investment in the Company.

The Company may also, from time to time, use borrowings to meet its operational expenses and for efficient cash management. The Directors intend to restrict borrowing for these purposes to an amount not exceeding 15 per cent. of the NAV of the Company at the time of drawdown.

Investors should consider carefully the overall leverage profile of the Company when considering making an investment in the Shares.

At the date of this prospectus, the interest rate has not yet been fixed under the interest rate swap agreement relating to each Loan (to be funded by the scheduled fixed rental payments under the corresponding Lease). The rate will be fixed no later than the time of the request to draw down the relevant Loan. There is a risk that market interest rates could change prior to the date of fixing the interest rate, and this may have an adverse impact on the Company's interest costs and on the level of return payable to Shareholders. Furthermore, the Company is exposed to counter-party solvency risk in relation to the hedging counter-party.

Cross Collateralisation

The Loans to be entered into by the Company to complete the purchase of the Assets will be cross collateralised. Each of the First Loan and the Second Loan will be secured by way of security taken over each of the First Asset and the Second Asset. In the event of a default on either the First Loan or the Second Loan, the lenders may enforce security over both Assets. This means that a default on one Loan places both of the Assets at risk. Following the enforcement of security and sale of the aircraft, the remaining proceeds, if any, may be substantially lower than investors' initial investment in the Company.

Currency risk

The base currency of the Company will be US Dollars. The Net Asset Value will be reported in US Dollars, with distributions expected to be paid in US Dollars. Changes in rates of exchange may have an adverse effect on the value of returns to Shareholders whose base currency is Sterling. Furthermore, although all of the Company's income under the Lease is denominated in US Dollars and the large majority of the Company's outgoings including debt repayments under the Loans are also denominated in US Dollars, the Company will incur Sterling and Euro denominated costs primarily relating to Directors' fees and the fees of service providers. Accordingly, an adverse change in the US Dollar/Sterling or US Dollar/Euro exchange rate may have an adverse effect on the Company's financial position.

Reliance on service providers

The Directors have overall responsibility for the Company and, in particular, for making decisions in relation to portfolio and risk management. However, the Company has no employees and the Directors have all been appointed on a non-executive basis. The Company is therefore reliant upon the performance of third

party service providers for its executive function and for providing information to enable the Board to carry out its supervisory role. In particular the Asset Manager, the Administrator and the Registrar will be performing services which are integral to the operation of the Group and providing the information required to enable the Board to make its decisions. Failure by any service provider to carry out its obligations to the Group in accordance with the terms of its appointment or to provide information in a timely fashion and meeting the requisite standards could have a materially detrimental impact on the operation of the Group and could affect the ability of the Company to meet its investment objective.

Bank solvency risk

Proceeds of the Placing will be collected prior to completion of the purchase of the Assets under the Sale Agreements. The period between completion of the Placing and completion of the Asset purchases exposes the Company to solvency risk in respect of the Company's cash management counterparties. In addition, income received from the Leases will be held by Royal Bank of Scotland International Limited as principal bank. Any threat to the solvency of the cash management counterparties or the principal bank could prevent the release of the Placing proceeds, delay or prevent the purchase of the Assets and/or reduce Lease income available for distribution, each in turn affecting the ability of the Company to meet its investment objective.

Key personnel

The ability of the Company to achieve its investment objective is significantly dependent upon the expertise of certain key personnel at DS Aviation. The Asset Manager may allocate some of its resources to activities in which the Group is not engaged or key personnel could become unavailable due, for example, to death or incapacity, as well as due to resignation. In the event of any departure for any reason, it may take time to transition to alternative personnel, which ultimately might not be successful. The impact of the departure of a key individual from DS Aviation on the future ability of the Company to achieve its investment objective cannot be determined and may depend on the ability of DS Aviation to recruit individuals of a similar experience and calibre. There can be no guarantee that DS Aviation would be able to do so and this may have a material adverse effect on the Group and the value of the Shares.

Norwegian

Norwegian is a low cost airline and intends to use the Assets to operate low cost long haul flights. There is no guarantee that Norwegian's strategy to operate low cost, long haul flights or any other part of its business will be successful. Failure of any material part of Norwegian's strategy may have an adverse impact on its ability to comply with the Leases.

In the event that the Leases are terminated as a result of a default by Norwegian, there is a risk that the Company will not be able successfully to remarket the Asset within the remarketing period specified in the Loan Agreements and that (after using the security deposits and the Liquidity Reserve) the Company will not have sufficient liquidity to comply with its obligations under the Loan Agreements. This may lead to a suspension in distributions paid on the Shares and/or a reduction in the value of the Shares and have an adverse effect on the Company and could ultimately result in the Lenders enforcing their security and selling the relevant Asset or Assets on the market. There can be no guarantee that the Company will be able to re-lease the Asset on terms as favourable as the Leases, which may have an adverse effect on the Company and its ability to meet its investment objective. The price paid by the Company for the Assets partly reflects the terms of the Leases to which the Assets are subject. Accordingly, were either or both of the Assets to be re-leased on less favourable terms, this may have an adverse effect on the value of the Assets and therefore the Share price.

The non-performance of the obligations by Norwegian under the Leases or a winding-up of Norwegian could expose the Company to further unexpected expenses such as insurance cover for the Assets and the cost of repair and maintenance of the Assets which would normally be borne by Norwegian pursuant to the terms of the Leases. The Company may apply any security deposit and maintenance reserve amounts that it has received from Norwegian towards such expenses, but it will have to cover any shortfall to the extent that the security deposit and maintenance reserves are insufficient to cover all such expenses. Please see the risk factors entitled "*Insurance of the Assets*" and "*Risks associated with the Boeing 787-8*" on pages 21 and 22 of this prospectus.

Risks relating to the investment strategy and the Assets

Valuation of the Assets

The Company, via the Asset Manager, has engaged, prior to the acquisition of the Assets, and will engage on an annual basis thereafter throughout the term of the Group's ownership of the relevant Asset, three Independent Expert Valuers to provide third party valuation consultancy services to the Group and to assist it in the determination of the encumbered value of the Assets.

Nevertheless, as valuations, and in particular valuations of assets for which market quotations are not readily available (as is the case for the Assets), are inherently uncertain, these may fluctuate over short periods of time and may be based on estimates. In addition, determinations of fair value may differ materially from the values that would have resulted if a ready market had existed.

The fair value will not constitute a guarantee of value and may not necessarily reflect the prices at which the Assets could be, or could have been, purchased or sold at any given time, which may be subject to significant volatility and uncertainty and depend on various factors beyond the control of the Company, DS Aviation and the Independent Expert Valuers. Therefore there can be no guarantee that the Assets could ultimately be realised at the Company's valuation.

Furthermore, the Company's profitability, Net Asset Value and Share price could be adversely affected if the value of Assets that the Company records is materially higher than the value attributed to the Assets from time to time. This may result in volatility in the Net Asset Values and operating results that the Company reports from period to period.

Risks associated with the Boeing 787-8

The Boeing 787-8 is a newly developed generation of aircraft and the Company is exposed to the used aircraft market of the 787-8 which is untested. Due to the new type of design, in particular in respect of innovative materials and technology, there is currently insufficient experience and data to be able to give a complete assessment of the long-term use and operation of the aircraft.

There is a risk that the newly developed materials may be found to be less efficient or durable than expected and thereby may lead to higher maintenance and repair costs. There was recently a problem with batteries on Boeing 787-8 aircraft. Following technical difficulties on 16 January 2013 the Federal Aviation Administration ("**FAA**") announced an emergency airworthiness directive that required all U.S. Boeing 787 operators to temporarily cease operations of Boeing 787s to address the potential battery fire risk, other jurisdictions followed suit. As a result of the FAA directive there were various delays in delivery of Boeing 787-8s. After a redesign of the battery system providing for additional layers of safety, the FAA lifted the flight ban on 19 April 2013.

The First Asset was delivered to the Seller and to Norwegian under the relevant ILFC Lease on 28 June 2013. The Second Asset was delivered to the Seller and to Norwegian under the relevant ILFC Lease on 23 August 2013.

Under the terms of the Leases, the cost of repair and maintenance of the Assets will be borne by Norwegian. However, upon expiry or termination of the Leases, the cost of repair and maintenance will fall upon the Group. Therefore upon expiry of the Leases, the Group may bear higher costs and the terms of any subsequent leasing arrangement (including the risk of agreeing less favourable terms for repair, maintenance and insurance costs to those agreed under the Leases) may be adversely affected, which would reduce the overall distributions paid to the Shareholders.

Furthermore, it is also difficult to predict the residual value of such aircraft, which may be adversely affected if maintenance and repair costs are higher than expected or the aircraft do not perform as expected. The Company's business and financial condition may therefore be adversely affected by deterioration in the used aircraft market or a lack of demand for this type of aircraft.

Insurance of the Assets

The Assets will be insured by Norwegian pursuant to the terms of each of the Leases to cover damages and third party liability although not all risks are insured or insurable. However, inflation, changes in

ordinances, environmental considerations and other factors may make the insurance proceeds insufficient to repair or replace the Assets if they are damaged or destroyed.

If the Leases are terminated, until replacement leases are entered into with new operators, the Group will have to insure the relevant Asset directly, which will cause it to incur additional expenses, which in turn may negatively impact Shareholder returns. If the insurance proceeds are insufficient to repair or replace the Assets if they are damaged or destroyed and if the Lessee is unable to pay, the value of the Shares and Shareholder returns may be adversely affected.

Lease payments

During the term of the Leases, the returns on an investment in the Shares will depend in large part on the Lease Rentals received from Norwegian under the Leases. A failure by Norwegian to comply with its payment obligations under the Leases may lead to a reduction in distributions paid on the Shares and/or in the value of the Shares and have an adverse effect on the Company.

In advance of the commencement of the lease terms under the Leases, Norwegian will pay to the Company a security deposit in respect of each Asset. However, the security deposits do not cover the full value of the Group's obligations pursuant to the Loan Agreements in the event of termination of the Leases or default by Norwegian.

Upon any termination of any of the Leases, the relevant Asset may be sold or leased to a new lessee. There is a risk that any new lessee may fail to fulfil its obligations under the relevant lease agreement, or fail to meet its payment obligations in time. Any such failure may diminish the distributions paid on the Shares and/or the value of the Shares and adversely affect the Company.

Upon the termination or expiry of the Leases or any future lease agreement, a further leasing arrangement may be delayed, the achievable lease payments thereunder may fall short of the targeted income returns of the Company or it may not be possible to conclude a further leasing arrangement. In each case, the income available to Shareholders will be adversely affected and the value of the Shares may diminish.

Return of the Assets at the end of the Leases

Any redelivery of an Asset in a condition which is not in compliance with the terms of the relevant Lease may impact upon the amount that can be realised upon any subsequent sale or re-lease of that Asset and may include additional, unforeseen expenses for the Company at that time. However, as contemplated by the Leases and the total care arrangements, (a) the Lessor will have the right under the total care arrangements either (i) to receive a cash payment from Boeing reflecting the cash reserves which the Lessee has paid to Boeing, or (ii) to require Rolls-Royce and/or Boeing to perform the relevant maintenance and overhaul (in respect of the relevant equipment) with credit being given for all of the payments made by the Lessee, and (b) for certain other items (and if any total care arrangements cease to apply during the term of the Leases) the Lessor may hold cash maintenance reserves paid by the Lessee. These contractual arrangements and/or cash maintenance reserves will allow the Company to cover in full or partially such unforeseen expenses.

Market price on disposal of the Assets

The Company's investment in the Assets is designed to be long-term. The Assets cannot be easily sold or transferred given the nature of the Assets and the risk of an illiquid market in aircraft. The market price and value of the Assets may fluctuate due to a number of factors beyond the Company's control, including actual or anticipated fluctuations in the results of the airline industry, market perceptions concerning the airline industry, general economic, social or political developments, changes in industry conditions, changes in government regulation, and other material events, such as acts of God, terrorism, storms or strikes. These factors may mean that the Company may be unable to realise the Assets in line with targeted IRR. This would materially adversely affect the value of the Shares and any potential capital distribution. There is no guarantee that capital distributions to Shareholders will exceed, or equal, the amount originally invested. In addition, where a Lease is terminated early, the servicing of any outstanding debt or outstanding fees and expenses relating to the Assets may adversely affect the distributions to Shareholders.

Calculations of the Net Asset Value will take account of, among other things, the discounted future cash flows attributable to the Leases and the interest and principal payable under the Loans and ongoing operating costs of the Group. The amount realised upon any sale of an Asset after the termination of the relevant Lease will therefore not necessarily reflect the Net Asset Value.

Risk associated with the airline industry

Airline industry related risks

The airline industry is particularly sensitive to changes in economic conditions. For example, recent unfavourable economic conditions, such as higher unemployment rates, reduced sales revenues for many companies and increased business operating costs have reduced spending for both leisure and business travel, as potential customers of the airlines cut back on travel expenses. Unfavourable economic conditions can also impact the ability of airlines to raise fares to counteract increased fuel, labour and other costs.

The airline industry is also subject to other risks including competition between the airlines, dependency on rapidly evolving technology, inability to obtain additional equipment or support for aircraft and engine suppliers, availability and price of fuel, staff and employee related issues (including employee strikes), security concerns, and the threat of terrorism, worldwide health concerns, airport capacity constraints and air traffic control inefficiencies, changes in or additional governmental regulations relating to air travel, regulatory and legal risks in relation to policy changes in climate change, noise restrictions and greenhouse gas emissions, acts of God (including adverse weather and natural disasters).

Any of these risks could materially affect the ability of Norwegian (or any other lessee) to comply with its obligations under the Leases (or any other subsequent lease), which may lead to a reduction in the return payable on the Shares and/or the value of the Shares and have an adverse effect on the Company.

Furthermore, a general downturn in the airline industry would have an impact on attainable leasing rates in the event of any early termination or at expiry of the Leases as well as on attainable sales revenue for the Assets and may lead to a loss of capital for the Shareholders.

Repossession of the Assets upon termination of the Leases due to default

Depending on the jurisdiction in which the Assets are located when the Company decides to repossess the Assets, the repossession process may be time-consuming and costly. The Company has obtained advice from counsel in Norway confirming that there is relative ease of repossession if the Assets are based in Norway at the relevant time,

The Company may use the security deposits paid by Norwegian under the Leases towards repossession costs but may incur additional expenses if the security deposits are insufficient to cover the repossession expenses. The time that it takes to repossess the Assets will delay re-leasing or sale of the Assets to other parties. This may diminish the distributions paid on the Shares and/or the value of the Shares and adversely affect the Company.

Failure by Lessee to appropriately discharge aircraft liens upon Lessee default

In the normal course of their business, lessees are likely to incur aircraft and engine liens that secure the payment of airport fees and taxes, custom duties, air navigation charges, including charges imposed by Eurocontrol, landing charges, crew wages, repairer's charges, salvage or other liens that may attach to the Assets. These liens may secure substantial sums. Aircraft may also be subject to mechanical liens as a result of routine maintenance performed by third parties. Although the financial obligations relating to these liens are the responsibility of the Lessee, if it fails to fulfil its obligations, the liens may attach to the Group's Assets. In some jurisdictions, aircraft and engine liens may give the holder thereof the right to detain or, in limited cases, sell or cause the forfeiture of the aircraft. Lessees are obliged to discharge such liens in standard aircraft operating leases so this risk only becomes relevant if the Lessee is in default and unable to discharge the liens.

If such liens exist and the Lessee is in default and unable to discharge the liens, the Company may find it necessary to pay the claims secured by such aircraft liens in order to repossess the aircraft. Such payments would materially and adversely affect returns to Shareholders. Until the Company discharges the

liens in these circumstances, the liens could impair the Group's ability to repossess, re-lease or sell aircraft or engines.

Risks relating to an investment in the Shares

General

An investment in the Shares carries the risk of total loss of capital. The value of a Share can go down as well as up and Shareholders may receive back less than the value of their initial investment and could lose all of the investment.

Liquidity and investment in SFM and CISX quoted securities may carry a higher risk than an investment in shares listed on the premium segment of the London Stock Exchange's market for listed securities

Market liquidity in the shares of investment companies is frequently less than that of shares issued by larger companies traded on the London Stock Exchange or the CISX. There can be no guarantee that a liquid market in the Shares will exist. Accordingly, Shareholders may be unable to realise their Shares at the quoted market price (or at the prevailing NAV per Share), or at all.

The London Stock Exchange and the CISX have the right to suspend or limit trading in a company's securities. Any suspension or limitation on trading in the Shares may affect the ability of Shareholders to realise their investment.

The Company has made applications to (i) the London Stock Exchange for the Shares of the Company, issued and to be issued in connection with the Placing, to be admitted to the SFM of London Stock Exchange plc and (ii) the CISX for the Shares, issued and to be issued in connection with the Placing, to be admitted to listing on the Official List of the CISX. An investment in shares traded on the SFM and the CISX may carry a higher risk than an investment in shares listed on the premium segment of the London Stock Exchange's market for listed securities. In addition, the market in shares on the SFM and the CISX may have limited liquidity, making it more difficult for an investor to realise its investment on the SFM and the CISX than to realise an investment in a company whose shares are listed on the premium segment of the London Stock Exchange's market for listed securities. The Company is not required to appoint a market maker to make a market for Shares traded on the SFM or the CISX. Therefore, despite the Admission (including the listing on the CISX), an investment in the Company may have limited liquidity. If a liquid trading market for the Shares does not develop, the price of the Shares may become more volatile and it may be more difficult to complete a buy or sell order for such Shares. Shareholders should therefore be aware that the market price of the Shares, if traded on the SFM and the CISX, may be more volatile than that of shares listed on the premium segment of the London Stock Exchange's market for listed securities, and may not reflect the underlying value of the net assets of the Company. Shareholders may therefore not be able to sell at a price which permits them to recover their original investment.

Economic conditions

Changes in general economic and market conditions including, for example, interest rates, cost increase, rates of inflation, industry conditions, competition, political events and trends, tax laws, national and international conflicts and other factors could substantially and adversely affect the Group's prospects and thereby the performance of the shares.

Discount to Net Asset Value

The Shares may trade at a discount to NAV per Share for a variety of reasons, including due to market conditions or to the extent investors undervalue the management activities of the Company. While the Directors may seek to mitigate any discount to NAV per Share, the Company has no formal discount control mechanism such as a share buyback programme and there can be no guarantee that their attempts to mitigate the discount will be successful. The Directors accept no responsibility for any failure of any such strategy to effect a reduction in any discount. Shareholders may be unable to realise their investments through the secondary market at Net Asset Value.

In the event that the Directors were to issue further Shares in the future this could have a detrimental effect on the NAV of existing Shares then in issue. The Directors will not, however, issue further Shares at a discount to NAV without Shareholder approval.

No right of redemption or repurchase

Shareholders will have no right to have their Shares redeemed or repurchased by the Company at any time. Shareholders wishing to realise their investment in the Company may be required to dispose of their Shares on the stock market. Accordingly, the ability of Shareholders to realise the Net Asset Value of, or any value in respect of, their Shares is mainly dependent on the existence of a liquid market in the Shares and the market price of such Shares.

Pre-emption rights

Subject to Guernsey law, and all other legal and regulatory requirements, the Company may issue additional Shares. Any additional issuances by the Company, or the possibility of such issue, may cause the market price of the relevant Shares to decline.

There are no provisions of Guernsey law which confer rights of pre-emption in respect of the issue of additional Shares. If the Company were to issue additional Shares, such issue may be on a non pre-emptive basis and may dilute the shareholdings of the existing Shareholders.

The Company is not, and does not intend to become, registered in the United States as an investment company under the US Investment Company Act and related rules

The Company has not, does not intend to, and may be unable to, become registered in the United States as an investment company under the US Investment Company Act. The US Investment Company Act provides certain protections to U.S. investors and imposes certain restrictions on companies that are registered as investment companies. As the Company is not so registered, and does not intend to register, none of these protections or restrictions is or will be applicable to the Company.

The Shares will be subject to significant transfer restrictions for investors in the United States and certain other jurisdictions as well as forced transfer provisions

The Shares have not been registered and will not be registered in the United States under the US Securities Act or under any other applicable securities laws and are subject to restrictions on transfer contained in such laws (see “Purchase and transfer restrictions” on page 29, “United States Purchase and Transfer Restrictions” on page 47 of Part III and paragraph 10 “United States Purchase and Transfer Restrictions” of Part XI of this prospectus).

In order to avoid being required to register under the US Investment Company Act, the Company has imposed significant restrictions on the transfer of the Shares which may materially affect the ability of Shareholders to transfer Shares in the United States or to US Persons. The Shares may not be resold in the United States, except pursuant to an exemption from the registration requirements of the US Securities Act, the US Investment Company Act and applicable state securities laws. There can be no assurance that Shareholders or US Persons will be able to locate acceptable purchasers in the United States or obtain the certifications required to establish any such exemption. These restrictions may make it more difficult for a US Person to resell the Shares and may have an adverse effect on the market value of the Shares. The transferability of the Shares is subject to certain restrictions as set out in Parts III, X and XI of this prospectus.

Risks relating to regulation and taxation

Changes in laws

Legal and regulatory changes could occur that may adversely affect the Company. Changes in the regulation of companies such as the Company may adversely affect the value of the Assets and the ability of the Company successfully to pursue its investment objective.

AIFM Directive

The EU Alternative Investment Fund Managers Directive (No. 2011/61/EU) (the “**AIFM Directive**”) seeks to regulate managers of private equity, hedge and other alternative investment funds. It imposes obligations on managers who manage alternative investment funds in the EU or who market shares in such funds to EU investors. The AIFM Directive was required to be transposed into the national legislation of each EU member state by 22 July 2013 following a series of consultations from both the European Commission and

the European Securities and Markets Authority together with the regulatory bodies appointed at national level by European member states. In order to obtain authorisation under the AIFM Directive, an AIFM would need to comply with various organisational, operational and transparency obligations, which may create significant additional compliance costs, some of which may be passed to investors in the alternative investment fund and may affect dividend returns.

The Company will be categorised as an internally managed non-EU AIFM for the purposes of the AIFM Directive and as such neither it nor the Asset Manager will be required to seek authorisation under the AIFM Directive.

The AIFM Directive currently allows the continued marketing of non-EU alternative investment funds (“**non-EU AIFs**”), such as the Company, by the AIFM or its agent under national private placement regimes where EU member states choose to retain private placement regimes. In relation to the Company, such marketing is subject to the requirement that appropriate cooperation agreements are in place between the supervisory authorities of the relevant EU member states in which the Shares are being marketed and the GFSC, to the requirement that Guernsey is not on the Financial Action Task Force money-laundering blacklist and to compliance with certain aspects of the AIFM Directive. It is intended that, over time, a passport will be phased in to allow the marketing of non-EU AIFs, such as the Company, and that private placement regimes will be phased out. Both the adoption of the passport and the phasing out of national private placement regimes are subject to certain criteria. Consequently, there may be restrictions on the marketing of the Shares in the EU, which in turn may have a negative effect on marketing and liquidity of the Shares generally. Any regulatory changes arising from implementation of the AIFM Directive (or otherwise) may limit the Company’s ability to market future issues of Shares and could also have a material adverse effect on the Fund’s financial position, results of operations, business prospects and returns to investors.

As noted above, the Directors have been advised that the Company should be classified as an internally managed AIFM for the purposes of the AIFM Directive. Correspondingly, the advisory services in relation to the Assets that are performed by the Asset Manager are outside the scope of the AIFM Directive. However, the AIFM Directive and the laws and regulations made under it by each EU Member State are new and untested. There is therefore a risk that the Company might not be classified as an internally managed AIFM and that the Asset Manager might be regarded as the AIFM. As the Asset Manager is established in an EU Member State (Germany), should it be regarded as the AIFM, it would become subject to certain provisions of the AIFM (or relevant German implementing legislation) and the Company would have to comply with national fund regulation provisions. Although the primary impact of this would be on the Asset Manager, the Company would also be affected. In these circumstances, it is possible that the relevant legislation could impose requirements on the Asset Manager and the Company that made it uneconomic or even unlawful for the Asset Manager to continue to provide services to the Company on the basis described in this prospectus. This in turn may lead to the Asset Manager seeking to vary the terms of its appointment, including seeking increased fees, or ultimately to the Asset Manager seeking to terminate its appointment as Asset Manager. Furthermore, the AIFM Directive or relevant German implementing legislation could impose requirements on the Asset Manager that indirectly led to increased reporting or other requirements for the Company and a consequent increase in the Company’s operating costs. Any of the above scenarios could have an adverse effect on returns to Shareholders.

Changes in taxation

Any change in the Company’s tax status, or in taxation legislation or practice in Guernsey, Ireland, Norway, Germany or the United Kingdom could affect the value of the investments held by the Company or the Company’s ability to achieve its investment objective or alter the after-tax returns to Shareholders. Statements in this prospectus concerning the taxation of Shareholders are based upon current Guernsey, Irish, Norwegian, German or English tax law and published practice. Law and practice is, in principle, subject to change (potentially with retrospective effect) that could adversely affect the ability of the Company to meet its investment objective and which could adversely affect the taxation of Shareholders.

Offshore funds

Part 8 of the Taxation (International and Other Provisions) Act 2010 contains provision for the UK taxation of investors in offshore funds. Whilst the Company does not expect to be treated as an offshore fund it

does not make any commitment to investors that it will not be treated as one. Investors should not expect to realise their investment at a value calculated by reference to Net Asset Value.

Exchange controls and withholding tax

The Company may from time to time purchase investments that will subject the Company to exchange controls or withholding taxes in various jurisdictions. In the event that exchange controls or withholding taxes are imposed with respect to any of the assets of the Group, the effect may be to reduce the income received by the Company from such investments unless contractual protection is available. Any reduction in the income received by the Company may lead to a reduction in the dividends, if any, paid by the Company.

Tax residency

It is intended that the Company will be controlled and managed in such a way that it is resident for tax purposes in Guernsey and in no other jurisdiction. In order to maintain this status, the composition of the board of Directors of the Company, the place of residence of the individual Directors and the location(s) in which the board of Directors of the Company makes decisions will be important in determining and maintaining the residence status of the Company. Although the Company is established in Guernsey and a majority of the Directors live in Guernsey, continued attention must be given to ensure that major decisions are not made in any other jurisdiction or the Company may be treated as becoming resident in another jurisdiction. As such, management errors could potentially lead to the Company being considered tax resident in a jurisdiction other than Guernsey which could negatively affect its financial and operating results, the value of the Shares and/or the after-tax return to the Shareholders.

The Assets will be operated by Norwegian in multiple states and foreign jurisdictions. Consequently the Company may have a nexus or taxable presence as a result of the aircraft landing in various states or foreign jurisdictions. Such landings may result in the Company being subject to various foreign, state and local taxes in such states or foreign jurisdictions. All such taxes arising during the lease term would normally be borne by Norwegian pursuant to the terms of the Leases. Norwegian's obligation to indemnify the Company for any taxes occurring during the lease term continues after any default by Norwegian and the termination of the leasing of the Assets to Norwegian. However, if Norwegian is unable to discharge its indemnification obligations in this respect, the Group may have to pay such taxes and the overall distributions paid to Shareholders may be adversely affected. Please see Part VI of this prospectus on page 57 for further details on the Leases.

United States (U.S.) Tax Withholding and Reporting under the Foreign Account Tax Compliance Act ("FATCA")

Under the FATCA provisions of the U.S. Hiring Incentives to Restore Employment (HIRE) Act, where the Company invests directly or indirectly in U.S. assets, payments to the Company of U.S.-source income after 30 June 2014, gross proceeds of sales of U.S. property by the Company after 31 December 2016 and certain other payments received by the Company after 31 December 2016 will be subject to 30 per cent. U.S. withholding tax unless the Company complies with FATCA. FATCA compliance can be achieved by entering into an agreement with the US Secretary of the Treasury under which the Company agrees to certain U.S. tax reporting and withholding requirements as regards holdings of and payments to certain investors in the Company or, if the Company is eligible, by becoming a "deemed compliant fund". The UK has announced its intention to enter an intergovernmental agreement with the U.S. Treasury which seeks to enable Guernsey institutions to comply with FATCA by requiring them to report information to the Guernsey tax authority pursuant to domestic legislation. Any amounts of U.S. tax withheld may not be refundable by the Internal Revenue Service ("IRS"). Potential investors should consult their advisors regarding the application of the withholding rules and the information that may be required to be provided and disclosed to the Company and in certain circumstances to the IRS as will be set out in the final FATCA regulations. The application of the withholding rules and the information that may be required to be reported and disclosed are uncertain and subject to change.

If prospective investors are in any doubt as to the consequences of their acquiring, holding or disposing of the Shares, they should consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

IMPORTANT NOTICES

Investors should rely only on the information contained in this prospectus. No person has been authorised to give any information or to make any representations other than those contained in this prospectus in connection with the Placing and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Company. Without prejudice to any obligation of the Company to publish a supplementary prospectus pursuant to section 87G(1) of FSMA, neither the delivery of this prospectus nor any subscription or sale made under this prospectus shall, under any circumstances, create any implication that there has been no change in the business or affairs of the Company since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

The contents of this prospectus are not to be construed as legal, business or tax advice. Each prospective investor should consult its own solicitor, financial adviser or tax adviser for legal, financial or tax advice in relation to the purchase of Shares.

An investment in the Shares is suitable only for investors who are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear losses (which may equal the whole amount invested) that may result from such an investment. An investment in the Shares should constitute part of a diversified investment portfolio. Accordingly, typical investors in the Company are expected to be institutional and sophisticated investors, investment professionals, high net worth bodies corporate, unincorporated associations, partnerships and trustees of high value trusts and private clients (all of whom will invest through brokers).

General

Prospective investors should rely only on the information contained in this prospectus. No broker, dealer or other person has been authorised by the Company, its Directors or Canaccord Genuity to issue any advertisement or to give any information or to make any representation in connection with the offering or sale of the Shares other than those contained in this prospectus and, if issued, given or made, any such advertisement, information or representation must not be relied upon as having been authorised by the Company, its Directors or Canaccord Genuity.

Prospective investors should not treat the contents of this prospectus as advice relating to legal, taxation, investment or any other matters. Prospective investors should inform themselves as to:

- (a) the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of Shares;
- (b) any foreign exchange restrictions applicable to the purchase, holding, transfer, redemption or other disposal of Shares which they might encounter; and
- (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer, redemption or other disposal of Shares. Prospective investors must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, investment or any other related matters concerning the Company and an investment therein.

Statements made in this prospectus are based on the law and practice currently in force in Guernsey, Ireland and in England and Wales and are subject to changes therein.

OCFL, as sponsor of the listing on the CISOX, is acting for the Company and for no-one else in connection with the listing and will not be responsible to anyone other than the Company for providing the protections afforded to customers of OCFL or for affording advice in relation to the contents of this prospectus or any other matters referred to herein. OCFL is not responsible for verification of the facts, opinions or other material in this prospectus.

This prospectus should be read in its entirety before making any application for Shares.

Application has been made to the London Stock Exchange for 113,000,000 Shares of no par value issued, and to be issued pursuant to the Placing, to be admitted to trading on the SFM. Application has also been made to the CISOX for 113,000,000 Shares of no par value issued, and to be issued pursuant to the Placing,

to be admitted to listing on the Official List of the CISX. It is expected that Admission will become effective and that dealings in such Shares will commence at 8.00 a.m. on 4 October 2013.

All times and dates referred to in this prospectus are, unless otherwise stated, references to London times and dates.

Purchase and Transfer Restrictions

This document is being furnished by the Company solely to enable a prospective investor to consider the purchase of Shares in an offering being made in reliance on the exemption from registration provided by Regulation S under the US Securities Act, or another available exemption from, as it's a transaction not subject to the registration requirements under the US Securities Act. This document does not constitute, and may not be used for the purposes of, an offer or an invitation to subscribe for Shares by any US Person or person within the United States, or in any jurisdiction (i) in which such offer or invitation is not authorised, or (ii) in which the person making such offer or invitation is not qualified to do so, or (iii) to any person to whom it is unlawful to make such offer or invitation. Any reproduction or distribution of this prospectus and any disclosure of its contents or use of any information herein, directly or indirectly, in whole or in part, within the United States or to any US Person is prohibited. Each offeree of the Shares, by accepting delivery of this prospectus, agrees to the foregoing.

Neither the US Securities and Exchange Commission (the “**SEC**”) nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offence in the United States. Accordingly, the Shares are being offered and sold (i) outside the United States to non-US Persons in reliance on Regulation S under the US Securities Act and (ii) to persons located inside the United States or US Persons reasonably believed to be qualified institutional buyers (“**Qualified Institutional Buyers**” or “**QIBs**”), as defined in Rule 144A under the US Securities Act, who are also qualified purchasers (“**Qualified Purchasers**” or “**QPs**”), as defined in the US Investment Company Act, who have executed and returned a US Subscription Agreement (hereinafter defined). There will be no public offer of the Shares in the United States.

In addition, prospective investors should note that, except with the express written consent of the Company given in respect of an investment in the Company, the Shares may not be acquired by (i) investors using assets of (A) an “employee benefit plan” as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), that is subject to Title I of ERISA; (B) a “plan” as defined in Section 4975 of the United States Internal Revenue Code of 1986, as amended (the “**US Tax Code**”), including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (C) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Tax Code or (ii) a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, unless its purchase, holding, and disposition of the Shares will not constitute or result in a non-exempt violation of any such substantially similar law.

For a description of restrictions on offers, sales and transfers of Shares, see “United States Purchase and Transfer Restrictions” beginning on page 47 of this prospectus.

No incorporation of website

The contents of the Company's website do not form part of this prospectus.

Service of process and enforceability of judgments

The Company is incorporated under the laws of Guernsey. None of the Directors are citizens or residents of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Company or any of the Directors, or to enforce outside the United States judgments obtained against the Company or any of the Directors in US courts, including, without limitation, judgements based upon the civil liability provisions of the US federal securities laws or the laws of any state or territory within the United States. There is doubt as to the enforceability in Guernsey, in original actions or in actions for enforcement of United States court judgements, of civil liabilities predicated solely upon US federal securities laws. In addition, awards for punitive damages in actions brought in the United States or elsewhere may be unenforceable in Guernsey.

The only assets of the Company, in addition to the shares in each of the Borrowers and the Lessor, will be an indirect investment in the Assets, which will be employed in international commercial airline passenger operations and will therefore operate across a number of jurisdictions.

Forward-looking statements

This document includes statements that are, or may be deemed to be, **“forward-looking statements”**. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms **“target”**, **“believes”**, **“estimates”**, **“anticipates”**, **“expects”**, **“intends”**, **“may”**, **“will”** or **“should”** or, in each case, their negative or other variations or comparable terminology. These forward looking statements include all matters that are not historical facts. They appear in a number of places throughout this prospectus and include statements regarding the intentions, beliefs, targets or current expectations of the Company concerning, amongst other things, the investment objective and investment policy, financing strategies, investment performance, results of operations, financial condition, prospects, net IRR and dividend policy of the Company. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. The Company’s actual investment performance, results of operations, financial condition, dividend policy and the development of its financing strategies may differ materially from the impression created by the forward looking statements contained in this prospectus. In addition, even if the investment performance, results of operations and financial condition of the Company, and the development of its financing strategies, are consistent with the forward-looking statements contained in this prospectus, those results or developments may not be indicative of results or developments in subsequent periods. Important factors that could cause these differences include, but are not limited to:

- changes in economic conditions generally and the Company’s ability to achieve its investment objective and returns on equity for investors;
- impairments in the value of the Assets;
- non-performance by the Lessee of any of its material obligations;
- the departure of key personnel of the Asset Manager;
- changes in laws or regulations, including tax laws, or new interpretations or applications of laws and regulations, that are applicable to the Group; and
- general economic trends and other external factors, including those resulting from war, incidents of terrorism or responses to such events.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward-looking statements. Prospective investors should carefully review the “Risk Factors” section beginning on page 17 of this prospectus for a discussion of additional factors that could cause the Company’s actual results to differ materially before making an investment decision. Forward-looking statements speak only as at the date of this prospectus. Although the Company undertakes no obligation to revise or update any forward looking statements contained herein (save where required by the Prospectus Rules or the Disclosure and Transparency Rules of the FCA or the CISX Listing Rules), whether as a result of new information, future events, conditions or circumstances, any change in the Company’s expectations with regard thereto or otherwise, Shareholders are advised to consult any communications made directly to them by the Company and/or any additional disclosures through announcements that the Company may make through an RIS.

Market, Economic and Industry Data

This prospectus includes third party information (including certain market, economic and industry data) which was obtained by the Company from industry publications and internal surveys conducted by or on behalf of DS Aviation and, where used, the source of such information is referenced. The market, economic and industry data sourced from third parties used to prepare the disclosures in this prospectus have been accurately reproduced and, so far as the Company is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

EXPECTED TIMETABLE

Latest time and date for commitments under the Placing	noon on 1 October 2013
Result of Placing announced	2 October 2013
Dealings in Shares commence on the SFM	4 October 2013
Admission to listing on the Official List of the CISX	4 October 2013
Dealings in Shares commence on the CISX	4 October 2013
Crediting of CREST stock accounts in respect of the Shares	4 October 2013
Share certificates dispatched	week commencing 7 October 2013

* The dates and times specified are subject to change without further notice. References to times are London times unless otherwise stated.

PLACING STATISTICS

Issue Price	US\$1.00 per Share
Number of Shares being issued	113,000,000
Estimated net proceeds of the Placing	US\$110,500,000

DIRECTORS AND ADVISERS

Directors
(each of whom acts in a
non-executive capacity)

Jonathan (Jon) Bridel (*Chairman*)
Didier Benaroya
Jeremy Thompson

all of 1 Le Truchot
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Registered Office

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Placing Agent

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Asset Manager

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Germany

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(as to English law)

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Advocates to the Company
(as to Guernsey law)

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Solicitors to the Placing

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Administrator and Company Secretary

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Registrar**Capita Registrars (Guernsey) Limited**

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Auditor and Reporting Accountant**KPMG**

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International Financial Services Centre
Dublin 1
Ireland

UK Transfer Agent**Capita Registrars**

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CISX Sponsor**Ogier Corporate Finance Limited**

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Principal Bankers**Royal Bank of Scotland International Limited**

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Channel Islands

PART I

INFORMATION ON THE COMPANY

Introduction

The Company is a Guernsey incorporated company limited by shares, incorporated on 5 July 2013 with registered number 56941 with a share capital of one Subordinated Administrative Share of no par value. Its share capital consists of two classes of shares, namely Shares and Subordinated Administrative Shares. The Articles also provide for the issue of C Shares with the rights set out in the Articles. Application has been made to the London Stock Exchange for all the Shares issued, and to be issued pursuant to the Placing, to be admitted to trading on the SFM. Application has also been made for admission of such Shares to listing on the Official List of the CISX.

Investment in the Company is only suitable for institutional and sophisticated investors, investment professionals, high net worth bodies corporate, unincorporated associations, partnerships and trustees of high value trusts and private clients (all of whom will invest through brokers) seeking medium to long-term capital appreciation who understand the risks involved in the Company, including the risk of complete loss of capital.

The Company will indirectly acquire the Assets from the Sellers, each of which is an affiliate of ILFC, via an Irish special purpose subsidiary company, which will acquire the legal title to the Assets and will subsequently be novated as lessor under the Leases (the “**Lessor**”). The Lessor will hold the benefit of the Leases on bare trust for two Guernsey special purpose subsidiaries of the Company (one for each Asset), which will acquire their respective beneficial interests from the Lessor with the proceeds of the Loans to be entered into by those subsidiaries (the “**Borrowers**”) and with the Placing Proceeds. References in this prospectus to the Company acquiring the Assets or entering into agreements in relation to the Loans or the Leases should be construed accordingly.

Investment objective

The Company’s investment objective is to obtain income returns and a capital return for its Shareholders by acquiring, leasing and then, when the Board considers it is appropriate, selling aircraft.

Investment policy

To pursue its investment objective, the Company intends to use the net proceeds of placings and other equity capital raisings, together with debt facilities, to acquire aircraft which will be leased to one or more international airlines.

Any material change to the investment policy of the Company will be made only with the approval of Shareholders by way of ordinary resolution. Following the Placing, subsequent placings and other equity capital raisings to finance the acquisition of further aircraft will be made only with the approval of Shareholders by way of ordinary resolution.

Initial investment process

The Company intends to use the Placing Proceeds and the proceeds of the two separate Loans, each of US\$79,800,000, to fund the purchase of two Boeing 787-8 aircraft. The Principal Documents will be executed prior to Admission and completion of the acquisition of the Assets is expected in the fourth quarter of 2013. The Company will buy the Assets with the benefit of the pre-negotiated leases for the Assets with Norwegian, each for a term of 12 years from their respective commencement dates (which were in June and August of this year). The benefit of these Leases has been taken into account in determining the price to be paid for the Assets. The Company will have the ability to acquire additional aircraft if, in the view of the Board, the acquisition of such additional aircraft would not have a material adverse effect on the Company’s target income distributions. As with the acquisition of the Assets, the acquisition of additional aircraft would be financed by way of a placing and a loan.

The Company will execute the Principal Documents prior to Admission and intends to enter into all other documents required in order to complete the acquisition of the Assets shortly after Admission.

Market opportunity

If the Placing Amount is raised and Admission takes place, it is expected that the Company will be able to acquire the Assets and lease the Assets to Norwegian on what the Company considers, as advised by DS Aviation, to be attractive terms.

The Assets

The Assets will consist of two Boeing 787-8s, which are to be purchased by the Company following Admission pursuant to the Sale Agreements, details of which are set out in Part V of this prospectus.

The Boeing 787-8 is a long-range, mid-size widebody, twin engine jet airliner with an innovative design, offering lower fuel consumption than comparable aircraft. The customer list for the Boeing 787-8 includes airlines such as Air Canada, Air France-KLM, Air Berlin, American Airlines, British Airways, Etihad Airways, Qantas, Singapore Airlines and leasing companies such as ILFC. Customers also include smaller airlines such as Air Niugini and Arik Air. Please see Part IV of this prospectus for further details on the Assets.

The Leases

Norwegian and the Seller have entered into the ILFC Leases in respect of the Assets.

The Principal Documents, which are to be executed prior to Admission, include Lease Novations relating to each Asset, pursuant to which the Lessor (a wholly-owned subsidiary of the Company) will lease the relevant Asset to Norwegian.

It is expected that for each Lease, rentals will consist of monthly Lease Rentals (composed of US Dollar Lease Rentals). It is expected that the US Dollar Lease Rentals will be for an amount that will at least match the anticipated principal and interest payments under the relevant Loan, as well as allowing for the payment of all other running costs and the target dividend return. The Leases will contain various other provisions, including provisions as to insurance of the Assets and their maintenance. Please see Part VI of this prospectus for further details on the Leases. The security over the Assets is given for both of the Loans on a cross-collateralised basis. A default under either Loan Agreement could therefore lead to a reduction in, or a suspension of, dividends.

Norwegian

Norwegian will be the lessee of the Assets pursuant to the terms of the Leases. Norwegian is the second largest airline in Scandinavia and the third largest low-cost airline in Europe, with a route portfolio stretching across Europe into North Africa, North America, Asia and the Middle East.

Norwegian was listed on the Oslo Stock Exchange in 2003 and at the end of 2012 had a market capitalisation of NOK5,060 million (approximately £615 million).

Norwegian's revenue for 2011/2012 fiscal year was NOK 12,859 million, an increase of 22 per cent. over the previous year. Total operating revenues for the six months ended 30 June 2013 were NOK 6,916.1 million (2012: NOK 5,529.6 million). Please see Part VII of this prospectus for further details on Norwegian.

The Loans

The Company intends (acting through the Borrowers, its wholly-owned subsidiaries) to enter into two separate Loan Agreements with the Lenders in relation to its acquisition of each of the Assets. The Borrowers will enter into the Loan Agreements before Admission.

A floating rate of interest will apply to the Loans as set out in each respective Loan Agreement. However, the Borrowers will enter into ISDA-standard hedging arrangements with Norddeutsche Landesbank Girozentrale as hedging provider in connection with the Loans, in order to provide for fixed-rate interest to be payable in respect of the Loans throughout the whole term. Furthermore, the security over the Assets is given for both of the Loans on a cross-collateralised basis. A default under either Loan Agreement could therefore lead to a reduction in, or a suspension of, dividends.

It is expected that the First Loan of US\$79,800,000 will be fully amortised with monthly repayments in arrears over the scheduled term of the First Lease. Pursuant to the First Loan, a first priority mortgage over the First Asset will be granted to the Loan Security Trustee. The Loan Security Trustee will also be nominated as the first loss payee under the First Asset's insurance.

It is expected that the Second Loan of US\$79,800,000 will be fully amortised with monthly repayments in arrears over the scheduled term of the Second Lease. The Company expects that the Second Loan will have materially the same terms as the First Loan.

Each Asset will be held by the Lessor, being an Irish company, in its capacity as a trustee of the relevant Trust which holds legal title to that Asset on trust for the relevant Borrower.

For further details of the terms of the Loans please refer to Part VIII of this prospectus.

The Company will execute the Principal Documents prior to Admission and intends to enter into all other documents required in order to complete the acquisition of the Assets shortly after Admission. In the unlikely event that the Company is unable to complete the acquisition of one or both of the Assets, the Directors will consider alternatives for the Company, including ways to return any unused capital to Shareholders.

Distribution policy

The Company aims to provide Shareholders with an attractive total return comprising income, from distributions through the period of the Company's ownership of the Assets, and capital, upon any sale of the Assets.

In the event that the Company is wound up pursuant to a shareholder resolution, Shareholders may also receive a capital return out of any sale of the Asset and any surplus assets of the Company.

The Company will target a net IRR in excess of 11 per cent. over the life of the Leases and taking into account the economic full-life condition of the Assets upon the expiry of the Leases. This net IRR is a target only and should not be treated as an assurance or guarantee of performance or a profit forecast. It is based on the performance projections of the investment strategy and market conditions at the time of modelling and is therefore subject to change. There is no guarantee that any target net IRR can or will be achieved. Investors should not place any reliance on such target IRR in deciding whether to invest in Shares or assume that the Company will make any distributions at all. Please see Part IX of this prospectus for details of certain of the key Assumptions on which the calculation of the above target net IRR is based.

Income distributions

The Company will receive income from the Lease Rentals paid by Norwegian pursuant to the Leases. It is anticipated that income distributions will be made quarterly, subject to compliance with Applicable Law and regulations, in January, April, July and October of each year. Once the First Asset and the Second Asset have been acquired and leased, the Company will target a distribution to investors of 2.25 cents per Share per quarter (amounting to a yearly distribution of 9.0 per cent. based on the initial placing price of US\$1.00 per Share) with the first distribution expected to be made in January 2014. There can be no guarantee that dividends will be paid to Shareholders and, if dividends are paid, as to the timing and amount of any such dividend.

The income the Company may receive cannot be accurately predicted and is subject to risks including, but not limited to, a default by Norwegian on its obligations under the Leases. There can, therefore, be no guarantee that dividends will be paid to Shareholders and, if dividends are paid, as to the timing and amount of any such dividend. Any distribution of dividend to Shareholders will be subject always to compliance with the Companies Laws.

Before recommending any dividend, the Board will consider the financial position of the Company and the impact on such position of paying the proposed dividend. The Company expects to declare and pay any dividends in US Dollars.

While the Company aims to generate target gross distributions of 2.25 cents per Share per quarter (after costs and payment of fees), return targets are targets only and are based over the term of the Company's life on the performance projections of the investment strategy and market conditions at the time of modelling and are therefore subject to change. There can be no assurance that these targets can or will be met and they should not be seen as an indication of the Company's expected or actual results or returns. Accordingly investors should not place any reliance on these targets in deciding whether to invest in Shares or assume that the Company will make any distributions at all.

Please see Part IX of this prospectus for details of certain key Assumptions on which the calculation of target gross distributions are based.

Return of capital

At the end of the scheduled terms of the Leases, the Company expects, when the Board considers it is appropriate, to sell the Assets. The net proceeds of any sale of the Assets will be returned to Shareholders through a winding-up of the Company or other mechanism determined by the Board. As and when the Company is ultimately wound up, Shareholders will receive any surplus assets of the Company.

While the amount that a sale of the Assets would generate is unknown, the Company, as advised by DS Aviation, believes that the Assets represent an opportunity for capital growth for Shareholders. However, the actual price achieved by the Group, and therefore the level of any return to Shareholders, depends on market conditions at the time of sale. If the Directors consider it appropriate to engage a re-marketing agent, the fees of such agent will reduce the net sale proceeds available for distribution to Shareholders.

For illustrative purposes only, and based upon the information available as at the date of this prospectus and the Assumptions set out in Part IX of this document, if the aggregate proceeds from the sale of the Assets at the end of the Leases were to amount to US\$159.44 million (being the average market value of the two Assets at that time as estimated in May 2013 by three Independent Expert Valuers), this would provide a capital return of US\$1.383 per Share to Shareholders (in the absence of unforeseen costs and excluding any Liquidity Reserve). Investors should note that there is no guarantee that this sale price will actually be achieved, nor that such a level of capital return will be generated.

DS Aviation will regularly monitor the valuation of the Assets in the market and consider an appropriate time for the sale of the Assets. If DS Aviation considers that a more advantageous price may be obtained through the sale of an Asset prior to the term of its Lease expiring, DS Aviation will consult with the Directors. In the event that the Directors consider recommending an early disposal of one or more of the Assets, the Directors will have regard to, *inter alia*: (i) the economic impact of any such disposal compared against the ongoing dividend yield to investors and the prospective realisable value of the Asset were such Asset not to be the subject of an early disposal and (ii) any Disposal Fee payable to DS Aviation. The Directors shall put the proposed early disposal to Shareholders for their consent by ordinary resolution.

Borrowing powers

In addition to the Loans, the Company may from time to time use borrowings. To this end the Company may arrange an overdraft facility for efficient cash management. The Directors intend to restrict borrowing other than the Loans to an amount not exceeding 15 per cent. of the NAV of the Company at the time of drawdown. Borrowing facilities will only be drawn down with the approval of Directors on a case by case basis. Directors may also draw down on an overdraft facility for extraordinary expenses determined by them, on the advice of DS Aviation, to be necessary to safeguard the overall investment objective. With the exception of the Loans, the Directors have no intention as at the date of this prospectus to use any borrowings for structural investment purposes.

Hedging transactions and currency risk management

The Borrowers will enter into ISDA-standard hedging arrangements with Norddeutsche Landesbank Girozentrale as hedging provider in connection with the Loans, in order to provide for fixed-rate interest to be payable in respect of the Loans, matching the timing of the scheduled fixed rental payments under the Leases.

The Company does not currently intend to engage in any other hedging arrangements but reserves the right to do so in the future if the Directors consider it appropriate to protect the Company against changes in currency exchange risk, interest rates and other such events. This may be the case if the terms of the Leases (in particular in relation to the structure of Lease Rentals) or Loan Agreements are varied.

In particular, the Company does not intend to engage in currency risk hedging, although it reserves the right to do so at the Directors' discretion. The Company has no intention of using a currency hedging facility for the purposes of currency speculation for its own account.

Liquidity Reserve

In accordance with the Company's financial model, in addition to paying the proposed dividends to Shareholders, the Company intends to establish and to build up a liquidity reserve (the "**Liquidity Reserve**"). The Liquidity Reserve will be accumulated from surplus cashflow from the Leases after payment of the Group's costs and after allowing for proposed dividends. The Liquidity Reserve is intended to fund contingencies and to be available to the Company, in addition to the security deposits paid by Norwegian under the Leases, to aid the Company to meet its Loan Repayments in the event of a default by Norwegian and/or to meet costs incurred in connection with a subsequent remarketing of the Assets. In the event of a Loan Event of Default (see Part VIII for further details), the accumulation of surplus Lease Rental by the Company in the Liquidity Reserve will be suspended. In the event of a re-lease of the Assets, the Company may maintain and/or accumulate a Liquidity Reserve in an amount which is considered appropriate by the Directors, having regard to the available security deposits and the other circumstances applicable at such time. Any unused Liquidity Reserve ultimately will be available for distribution to Shareholders following the disposal of the Assets and after all Loan obligations have been satisfied.

Further issues of Shares

There are no provisions of Guernsey law which confer rights of pre-emption in respect of the issue of additional Shares. If the Company were to issue additional Shares, such issue may be on a non pre-emptive basis and may dilute the shareholdings of the existing Shareholders. No additional Shares will be issued at a price below prevailing NAV per Share without Shareholders' consent.

Liquidity Proposal

Although the Company does not have a fixed life, the Articles require that the Directors convene a Liquidity Proposal Meeting to be held no later than 31 March 2025 at which a Liquidity Proposal in the form of an ordinary resolution will be put forward proposing that the Company should proceed to an orderly wind-up at the end of the term of the Leases. In the event the Liquidity Proposal is not passed, the Directors will consider alternatives for the Company and shall propose such alternatives at a general meeting of the Shareholders, including re-leasing the Assets, or selling the Assets and reinvesting the capital received from the sale of the Assets in other aircraft.

Reports and accounts

The first accounting period of the Company will run until 31 December 2014 and, thereafter, accounting periods will end on 31 December in each year. The audited annual accounts will be sent to Shareholders within four months of the year-end to which they relate. Unaudited half yearly reports, made up to 30 June in each year, will be announced within two months of that date. The Company will also produce interim management statements in accordance with the Disclosure and Transparency Rules. The Company will report its results of operations and financial position in US Dollars.

The audited annual accounts and half yearly reports will also be available at the registered office of the Company and from the Company's website, www.dpaircraft.com.

The financial statements of the Company will be prepared in accordance with IFRS, and the annual accounts will be audited by KPMG using auditing standards in accordance with International Standards on Auditing (UK and Ireland). The Company expects that its financial statements, which will be the responsibility of its Board, will consist of a statement of comprehensive income, statement of financial

position, statement of cash flows and statement of changes in equity, related notes and any additional information that the Board deems appropriate or that is required by Applicable Law.

The preparation of financial statements in conformity with IFRS requires that the Directors make estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. Such estimates and associated assumptions are generally based on historical experience and various other factors that are believed to be reasonable under the circumstances, and form the basis of making the judgements about attributing values of assets and liabilities that are not readily apparent from other sources. Actual results may vary from estimates in amounts that may be material to the financial statements.

Net Asset Value

Calculation of Net Asset Value

The Company intends to calculate the NAV annually, given the nature of the Assets.

The NAV will be calculated by the Administrator (following consultation with the Directors and DS Aviation). The Company will depreciate the Assets on a straight line basis over the estimated useful life of the Assets and taking into consideration the estimated residual value. In making a judgement regarding these estimates the Directors will consider previous sales of similar aircraft and other available aviation information. The useful life of an Asset is estimated based on the expected period for which the Company will own and lease the aircraft.

The NAV will be published in the Company's annual report and accounts. Interim reports that are published will use the NAV from the annual report and accounts immediately preceding it. The Company may also, at its discretion, arrange for additional valuations to be carried out from time to time if market conditions warrant. The NAV of the Company will be determined in accordance with IFRS.

Independent valuation

The Company will engage three Independent Expert Valuers each year to provide a valuation of the Assets and will take into account the average of the three valuations provided. The Company expects that, in performing their valuation, the Independent Expert Valuers will have regard to factors such as the condition of the Assets, the prevailing market conditions (which may impact on the resale value of the Assets), the Leases (including the scheduled rental payments and remaining scheduled term of the Leases) and the creditworthiness of the Lessee. Accordingly, any early termination of the Leases may impact on the valuation of the Assets.

The above list of factors to be taken into account in the valuation is illustrative only and is not intended to be exhaustive or binding on the Company or any Independent Expert Valuers.

PART II

DIRECTORS, MANAGEMENT AND ADMINISTRATION

Directors

The Directors, whose details are set out below, are responsible for managing the business affairs of the Company in accordance with the Articles of Incorporation and have overall responsibility for the Company's activities, including portfolio and risk management. The Directors may delegate certain functions to other parties such as DS Aviation, the Administrator and the Registrar.

The address of the Directors is the registered office of the Company. Each of the Directors is a non-executive director and is independent of the Asset Manager and the Placing Agent.

The Directors of the Company are as follows:

Jonathan Bridel, *Non- Executive Chairman*

Jon is currently a non-executive chairman or director of various listed and unlisted investment funds and is resident in Guernsey. Listings of funds in respect of which Jon is a director include listings on the premium segment of the London Stock Exchange and the Official List of the CIX. He was until 2011 managing director of Royal Bank of Canada's investment businesses in Guernsey and Jersey. This role had a strong focus on corporate governance, oversight, regulatory and technical matters and risk management. Jon worked with Price Waterhouse Corporate Finance in London and subsequently served in a number of senior management positions in Australia and Guernsey in corporate and offshore banking and specialised in credit. He was also chief financial officer of two private multi-national businesses, one of which raised private equity. He holds qualifications from the Institute of Chartered Accountants in England and Wales, the Chartered Institute of Marketing and the Australian Institute of Company Directors, and an MBA from Durham University. Jon is a chartered marketer and a member of the Chartered Institute of Marketing, the Institute of Directors and is a chartered fellow of the Chartered Institute for Securities and Investment.

Didier Benaroya, *Non- Executive Director*

Having previously worked as the founder and senior partner of the Transportation Group and the managing director of Paine Webber, Didier has extensive experience in the transportation industry. He is currently resident in the UK and is the founder and a director of Numera Limited and Numera Services Limited, which has advised investors, lessors, banks, operating lease companies and airlines on aircraft and airline related transactions (including leasing, financing and restructuring) since 1995. Didier holds a BS in Economics, an MS in Mathematics and Applied Computer Science from the University of Paris, and an MBA from Northwestern University's Kellogg School of Management.

Jeremy Thompson, *Non- Executive Director*

Jeremy is a Guernsey resident with sector experience in finance, telecoms, aerospace & defence and oil & gas. Since 2009 Jeremy has been a consultant to a number of businesses which includes non-executive directorships of investment vehicles relating to the BT pension scheme. He is also a non-executive director of two private equity funds and of a London listed oil and gas technology fund. Between 2005 and 2009 he was a director of multiple businesses within a private equity group. This entailed an active participation on both private, listed and SPV companies. Prior to that he was chief executive officer of four autonomous businesses within Cable & Wireless PLC (operating in both regulated and unregulated markets), and earlier held MD roles within the Dowty Group. Jeremy currently serves as chairman of the States of Guernsey Renewable Energy Team and is a commissioner within the Alderney Gambling Control Commission and is also a member of the Guernsey Tax Tribunal panel. Jeremy attended Brunel University and was awarded an MBA from Cranfield University. He was an invited member to the UK's senior defence course (RCDS). Jeremy has been awarded the Institute of Directors' Certificate and Diploma in Company Direction.

No Investment Manager

The Company has no external investment manager. The Directors will be responsible for making decisions relating to the Company and the Assets.

Asset Manager

DS Aviation has been appointed by the Company to provide asset management services to the Company. Pursuant to the Asset Management Agreement, DS Aviation will: (a) maintain ongoing communication with the Lessee, the financing parties, and the airframe and engine manufacturers and provide the Company with reports in relation thereto, (b) undertake regular inspections of the Assets, (c) monitor the Lessee's performance of all the obligations specified in the relevant Lease (in particular, obligations as regards the insurance of the Assets) and provide information and advice in the event of default, (d) support the Company in any sale or re-leasing activity in respect of the Assets and (e) provide input into the Company's reports, announcements and shareholder communications. DS Aviation may, with the consent of the Directors, sub-delegate or sub-contract all or part of its obligations and responsibilities under the Asset Management Agreement.

DS Aviation has undertaken that it will dedicate such time and attention to the performance of its duties as shall properly be required to discharge them. Further details relating to the Asset Management Agreement are set out in paragraph 8 of Part X of this prospectus.

DS Aviation is a German limited partnership. DS Aviation's registered office is situated at Stockholmer Allee 53 44269 Dortmund, Germany. DS Aviation is a limited partnership with DS Aviation Management GmbH and Dr. Peters being its general and limited partners respectively. DS Aviation is indirectly wholly-owned by JS Holding. The Asset Manager is not a regulated investment manager.

Christian Mailly of DS Aviation is a member of ISTAT, the International Society of Transport Aircraft Trading.

Dr. Peters has been developing, placing and managing closed-ended funds for over 35 years and is among the longest running and largest owner-operated initiators of closed-ended funds in Germany. Dr. Peters is a leading provider of products and services for investors in the fields of aviation, shipping and real estate.

One of the firm's core competencies is its asset management expertise, which is an integrated part of all Dr. Peters transactions and a cornerstone of the business. DS Aviation is responsible for the sourcing and structuring and commercial and technical management of aviation investments made by Dr. Peters funds. The DS Aviation team has a long track record of offering investment opportunities with positive long-term performance. Altogether the aviation team has more than 40 years' experience in the aviation industry.

Dr. Peters started to build up its aviation team in 2007 and established DS Aviation in 2008. The team has worked on a wide range of leasing transactions involving different aircraft types and with numerous airlines including Air France-KLM, Singapore Airlines, Emirates and Virgin America. The team has concluded 13 separate aircraft transactions including sale and operating lease backs and acquisitions with leases attached.

Awards

Dr. Peters and DS Aviation have received various aviation awards, including:

"Cash Financial Advisors Award 2012" in the closed-end funds category;

"Fonds Media Aviation Award 2010" in the aviation category; and

"Scope Award 2008" in the aircraft closed-ended fund category.

Additionally, the rating agency FERI EuroRating recognised Dr. Peters as the Best Initiator 2011 and 2010 in the aviation category.

Aircraft portfolio

The aircraft portfolio currently managed by Dr. Peters is valued at US\$2.34 billion (based on initial valuations) and consists of 14 aircraft under management. These aircraft include commercial jet airliners ranging from Airbus A319, through the Boeing 777 family, up to the Airbus A380-800. Dr. Peters has 4 Boeing 777 aircraft currently under management and is therefore considered well positioned to perform the technical asset management of Boeing aircraft.

Administrator

Dexion has been appointed as Administrator of the Company pursuant to the Administration Agreement (further details of which are set out in paragraph 8 of Part X of this prospectus). The Administrator will be responsible for the Company's general administrative functions such as the calculation of the Net Asset Value and maintenance of the Company's accounting and statutory records. The Administrator may, with the consent of the Directors, delegate the provision of administrative functions and other services to a third party but will remain liable for the acts of any such third party and will be responsible for their remuneration.

The Administration Agreement is for a minimum period of one year from Admission and thereafter may be terminated by either party on not less than 90 days' notice. Investors should note that it is not possible for the Administrator to provide any investment advice to investors. A copy of the Leases will be held by the Administrator.

Fees and expenses

Initial expenses related to the Placing

The initial expenses of the Company are those which are necessary for the incorporation of the Group and the Placing. The Company does not expect initial expenses to exceed 2.2 per cent. of the Placing Proceeds.

These expenses will be paid on or around Admission and will include fees payable under the Placing Agreement, registration, listing and admission fees, settlement and escrow arrangements, printing, advertising and distribution costs, legal fees and any other applicable expenses. All such expenses will be immediately written off. These expenses include a commission of 1.5 per cent. of the Placing Proceeds payable to Canaccord Genuity.

Ongoing Expenses

The Company will also incur ongoing expenses. These expenses will include the following:

(i) Arrangement Fee

The Asset Manager and Canaccord Genuity are also entitled to receive their respective shares of the Arrangement Fee.

(ii) Asset Manager

The Company will pay DS Aviation a management and advisory fee of US\$250,000 per annum per Asset (inflating annually from 2014 onwards, at 2.5 per cent. per annum), payable monthly in arrears commencing from the acquisition of each Asset.

Upon the sale or Total Loss of an Asset, the Company will pay DS Aviation a percentage of the total return per Share attributable to that Asset prior to the date of sale or Total Loss. The percentage payable to DS Aviation will vary depending on the level of the total return per Share attributable to that Asset expressed as a percentage of the Issue Price and will range from nil (if the total return per Share attributable to the Asset is less than 200 per cent.) to 3 per cent. if the total return per Share attributable to the Asset equals or exceeds 300 per cent..

The Disposal Fee will be adjusted in the event that an Asset is disposed of before the end of the scheduled term of the relevant Lease, in accordance with an agreed mechanism.

(iii) Administration

The Administrator will be entitled to an establishment fixed fee of £12,500 for the Company (and in the event that the Company launch is aborted an abort fee will apply which equals to the establishment fixed fee); a secretarial fee of £25,000 per annum assuming quarterly Board meetings, plus any committee meetings as described in the prospectus assuming quarterly Board meetings in Guernsey and an annual general meeting each year, plus an additional £1,640 for each ad hoc Board meeting held and a further £1,640 for each board meeting of each wholly-owned subsidiary that the Company incorporates (other than the Lessor); and a financial reporting fee for the Company on a group consolidated basis in respect of the preparation and approval of audited annual reports, half year reports and interim management statements, in the amount of £16,000 per annum and an initial

set up fee of £1,000 in respect of the first set of accounts. In addition to the above remuneration the Administrator shall also be entitled to the administration fee in the minimum amount of £1,250 per month and such other remuneration as shall be agreed between the Administrator and the Board from time to time (including activity fees as previously agreed with the Company or time cost charges which shall be levied by the Administrator for any other matter not already included under the Administration Agreement).

(iv) Registrar

The Registrar will be entitled to an annual basic registration fee from the Company equal to £1.35 per Shareholder appearing on the register during that year, with a minimum charge per annum of £6,000. Other registrar activity will be charged for in accordance with the Registrar's normal tariff as listed in the Registrar Agreement.

(v) Directors

The non-executive Directors will be remunerated for their services at a fee for each Director of £20,000 per annum (£25,000 for the Chairman) in relation to the Company plus £5,000 per annum for acting as director in relation to each of the Borrowers. In addition the two directors of the Lessor who are based in Ireland will receive a fee of €6,000 in aggregate per annum and the Director who sits on the board of the Lessor will receive a fee of £10,000 per annum.

(vi) Other Operational Expenses

Other ongoing operational expenses (excluding fees paid to service providers as detailed above) of the Group will be borne by the Company including travel, accommodation, printing, D&O insurance, audit and legal fees and the fees of any Independent Expert Valuer (estimated at US\$5,000 per Asset per year). All out of pocket expenses of DS Aviation, the Administrator, the Registrar, the CREST Agent, the CISX Sponsor and the Directors relating to the Group will be borne by the Company. These expenses (including the fee paid to the Asset Manager) will be deducted from the assets of the Company and are estimated to be not greater than US\$1,200,000 for the twelve month period ending 31 December 2014.

Taxation

Information concerning the tax status of the Company is contained in paragraph 6 of Part X of this prospectus. If any potential investor is in any doubt about the taxation consequences of acquiring, holding or disposing of Shares, he should seek advice from his own independent professional adviser.

Meetings and reports to Shareholders

The Company's audited annual report and accounts will be prepared to 31 December each year, commencing in 2014, and it is expected that copies will be sent to Shareholders in April of the following year, or earlier if possible. Shareholders will also receive an unaudited interim report each year commencing 2014 in respect of the period to 30 June, expected to be dispatched in August each year, or earlier if possible. The Company's audited annual report and accounts will be available on the Company's website, www.dpaircraft.com.

The audited annual report and accounts and unaudited interim reports will contain the information required to be disclosed by the FCA rules made in respect of the AIFM Regulations.

Conflicts of interest

DS Aviation and its affiliates may be involved in other financial, investment or professional activities that may on occasion give rise to conflicts of interest with the Company's interests. DS Aviation is obligated to resolve such conflicts in a fair and equitable manner. When potential conflicts of interest arise, the Asset Manager will work with the Board to resolve them in a fair and equitable manner. Any decision regarding the Assets will require the approval of the Board or a Board committee.

Corporate governance

The Company is not required to comply with any particular corporate governance codes in the UK or Guernsey (since it is not authorised or regulated by the FCA or the GFSC) but the Directors take corporate governance seriously and will have regard to relevant corporate governance standards in determining the Company's governance policies including without limitation in relation to corporate reporting, risk management and internal control procedures.

The Directors intend to comply, and ensure that the Company complies, with any obligations under the Companies Laws and the Articles to treat Shareholders fairly as between themselves.

Directors' share dealings

The Board has agreed to adopt and implement the Model Code for directors' dealings contained in the Listing Rules of the FCA (the "**Model Code**"). The Board will be responsible for taking all proper and reasonable steps to ensure compliance with the Model Code by the Board.

PART III

PLACING ARRANGEMENTS

The Company will issue 113,000,000 Shares through a placing to be undertaken by Canaccord Genuity as agent for the Company at a price of US\$1.00 per Share.

Allocations of Shares pursuant to the Placing will be determined at the discretion of Canaccord Genuity (in consultation with the Company).

The Placing is being made in order to raise funds for the purpose of achieving the investment objective of the Company as described in Part I of this prospectus and, in particular, to acquire the Assets under the Sale Agreements.

The Company, the Asset Manager, JS Holding (the Asset Manager's parent company) and Canaccord Genuity have entered into the Placing Agreement, pursuant to which Canaccord Genuity has agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for the Shares. The Placing is not being underwritten.

The Placing and the obligations of Canaccord Genuity under the Placing Agreement in respect of the Placing are conditional upon, *inter alia*:

- (a) the execution of the Principal Documents;
- (b) Admission occurring; and
- (c) the Placing Agreement having become unconditional in all respects and not having been terminated in accordance with its terms before Admission.

If any of these conditions is not met, the Placing will not proceed. The Company will not proceed with the Placing if the Placing Proceeds are less than the Placing Amount. If the Placing does not proceed, subscription monies received will be returned without interest at the risk of the applicant.

Further details of the terms of the Placing Agreement, including the fees payable to Canaccord Genuity, are detailed in paragraph 8 of Part X of this prospectus.

Applicants under the Placing who confirm their agreement to Canaccord Genuity to purchase Shares under the Placing will be bound by the terms and conditions of the Placing, which are set out in Part XI of this prospectus. These terms and conditions should be read carefully before a commitment is made.

General

Subject to those matters on which the Placing is conditional, the Board, with the consent of Canaccord Genuity, may bring forward or postpone the closing date for the Placing.

The Placing Agent will notify investors of the number of Shares allocated to them, and the results of the issue will be announced by the Company on or around 2 October 2013 (as such date may be amended) via an RIS announcement.

Shares will be issued in registered form and may be held in certificated or uncertificated form and settled through CREST from admission. CREST accounts will be credited on the date of Admission and it is expected that, where Shareholders have requested them, certificates in respect of the Shares to be held in certificated form will be dispatched during the week commencing 7 October 2013. Pending receipt by Shareholders of definitive share certificates, if issued, the Registrar will certify any instruments of transfer against the register of members.

To the extent that any application under the Placing is rejected in whole or in part, or the Board determines in its absolute discretion that the Placing should not proceed, monies received will be returned to each relevant applicant at its risk and without interest.

The Placing Proceeds will be used to finance the acquisition of the Assets and associated expenses. Any balance remaining after completing the acquisition of the Assets will be used to meet general working capital requirements.

The Placing Agent may, at its sole discretion, and in respect of subscriptions under the Placing that exceed US\$7 million, elect to rebate part of any Arrangement Fee to such subscriber. For the avoidance of doubt, this will not be a payment by, or additional cost to, the Company. No such investors will have legal or any other economic links with the Company.

The International Security Identification Number for the Shares is GG00BBP6HP33 and the SEDOL is BBP6HP3.

Subject to their statutory right of withdrawal pursuant to section 87(Q)(4) of FSMA in the event of the publication of a supplementary prospectus, applicants may not withdraw their applications for Shares.

Applicants wishing to exercise their statutory right of withdrawal pursuant to section 87(Q)(4) of FSMA after the publication by the Company of a prospectus supplementing this prospectus must do so by lodging a written notice of withdrawal (which shall include a notice sent by any form of electronic communication) which must include the full name and address of the person wishing to exercise statutory withdrawal rights and, if such person is a CREST member, the Participant ID and the Member Account ID of such CREST Member with Capita Registrars (Guernsey) Limited, by post or by hand (during normal business hours only) to Mont Crevelt House, Bulwer Avenue, St Sampson, Guernsey GY2 4LH, Channel Islands or by email to withdraw@capitaregistrars.com so as to be received not later than two Business Days after the date on which the supplementary prospectus is published. Notice of withdrawal given by any other means or which is deposited with or received by Capita Registrars (Guernsey) Limited after expiry of such period will not constitute a valid withdrawal, provided that the Company will not permit the exercise of withdrawal rights after payment by the relevant applicant of his subscription in full and the allotment of Shares to such applicant becoming unconditional. In such event Shareholders are recommended to seek independent legal advice.

Basis of allocation

The basis of allocation of Shares shall be determined by Canaccord Genuity (following consultation with the Company and the Asset Manager).

If commitments under the Placing exceed the maximum number of Shares available, Canaccord Genuity will scale back subscriptions at its discretion (following consultation with the Company).

Overseas investors

The attention of persons resident outside the UK is drawn to the notices to investors set out on pages 48 to 50 of this prospectus which set out restrictions on the holding of Shares by such persons in certain jurisdictions.

Shares offered by this prospectus have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or any U.S. person (within the meaning of Regulation S under the U.S. Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

CREST

CREST is a paperless settlement procedure enabling securities to be transferred from one person's CREST account to another without the need to use share certificates or written instruments of transfer. The Articles permit the holding of the Shares under the CREST system and the Company has applied for the Shares to be admitted to CREST with effect from Admission. Accordingly, settlement of transactions in the Shares following Admission may take place within the CREST system if any Shareholder so wishes (provided that the Shares are not in certificated form).

CREST is a voluntary system and, upon the specific request of a Shareholder, the Shares of that Shareholder which are being held under the CREST system may be exchanged, in whole or in part, for share certificates.

If a Shareholder or transferee requests Shares to be issued in certificated form, a share certificate will be despatched either to them or their nominated agent (at their own risk) within 21 days of completion of the registration process or transfer, as the case may be, of the Shares. Shareholders who are non-U.S. Persons holding definitive certificates may elect at a later date to hold their Shares through CREST in uncertificated form provided that they surrender their definitive certificates.

Dealing arrangements

Applications have been made for the Shares to be admitted to trading on the SFM and to be admitted to listing on the Official List of the CIXS. It is expected that Admission will become effective, and that dealings in the Shares will commence, at 8.00 a.m. on 4 October 2013.

Settlement

Payment for the Shares to be acquired under the Placing should be made in accordance with settlement instructions set out in Part XI of this prospectus. To the extent that any application or subscription for Shares is rejected in whole or part, monies will be returned to the applicant at its risk without interest.

Money laundering

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK and Guernsey, any of the Company and its agents, including the Administrator, the Registrar and Canaccord Genuity may require evidence in connection with any application for Shares, including further identification of the applicant(s), before any Shares are issued.

Each of the Company and its agents, including the Administrator, the Registrar and Canaccord Genuity reserves the right to request such information as is necessary to verify the identity of a Shareholder or prospective Shareholder and (if any) the underlying beneficial owner or prospective beneficial owner of a Shareholder's Shares. In the event of delay or failure by the Shareholder or prospective Shareholder to produce any information required for verification purposes, the Board, in consultation with any of the Company's agents, including the Administrator, the Registrar and Canaccord Genuity, may refuse to accept a subscription for Shares, or may refuse the transfer of Shares held by any such Shareholder.

ISA

Shares acquired pursuant to the Placing will not be eligible for inclusion in a stocks and shares ISA. On admission to the CIXS, Shares acquired by purchase in the market should be eligible for inclusion in a stocks and shares ISA, subject to applicable subscription limits.

UCITS Schemes

The Directors have been advised that the Shares should qualify as transferable securities for the purposes of the FCA rules.

United States Purchase and Transfer Restrictions

This document does not constitute, and may not be used for the purposes of, an offer or an invitation to subscribe for Shares by any US Person or person within the United States, or in any jurisdiction (i) in which such offer or invitation is not authorised, or (ii) in which the person making such offer or invitation is not qualified to do so, or (iii) to any person to whom it is unlawful to make such offer or invitation.

The Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and the Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the US Securities Act),

except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There will be no public offer of the Shares in the United States.

The Shares are being offered and sold (i) outside the United States to non-US Persons in reliance on Regulation S under the US Securities Act and (ii) to persons located inside the United States or US Persons reasonably believed to be qualified institutional buyers (“**Qualified Institutional Buyers**” or “**QIBs**”) as defined in Rule 144A under the US Securities Act who are also qualified purchasers (“**Qualified Purchasers**” or “**QPs**”) as defined in the US Investment Company Act.

In addition, except with the express written consent of the Company given in respect of an investment in the Company, the Shares may not be acquired by (i) investors using assets of (A) an “employee benefit plan” as defined in Section 3(3) of United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), that is subject to Title I ERISA; (B) a “plan” as defined in Section 4975 of the United States Internal Revenue Code of 1986, as amended (the “US Tax Code”), including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (C) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Tax Code or (ii) a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, unless its purchase, holding, and disposition of the Shares will not constitute or result in a non-exempt violation of any such substantially similar law.

The Company has elected to impose the restrictions described below on the Placing and on the future trading of the Shares so that the Company will not be required to register the offer and sale of the Shares under the US Securities Act, so that the Company will not have an obligation to register as an investment company under the US Investment Company Act and related rules and to address certain ERISA, US Tax Code and other considerations. These transfer restrictions, which will remain in effect until the Company determines in its sole discretion to remove them, may adversely affect the ability of holders of the Shares to trade such securities. The Company and its agents will not be obligated to recognise any resale or other transfer of the Shares made other than in compliance with the restrictions described below.

Restrictions on investors outside the United States that are not US Persons

Each subscriber of Shares in the Placing that is outside the United States and is not a US Person (and each subsequent investor in the Shares) will be deemed to have represented, warranted, agreed and acknowledged as follows:

1. the investor is not a US Person, is not located within the United States and is not acquiring the Shares for the account or benefit of a US Person;
2. the investor is acquiring the Shares in an offshore transaction meeting the requirements of Regulation S;
3. the investor acknowledges that the Shares have not been and will not be registered under the US Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold, directly or indirectly into or within the United States or to, or for the account or benefit of, US Persons;
4. the investor acknowledges that the Company has not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;
5. if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the Shares, it will do so only (i) in an offshore transaction complying with the provisions of Regulation S under the US Securities Act to a person outside the United States and not known by the transferor to be a US Person, by pre-arrangement or otherwise, or (ii) to the Company or a subsidiary thereof;
6. the investor is purchasing the Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or

for sale or other transfer in connection with any distribution of the Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;

7. no portion of the assets used by such investor to purchase, and no portion of the assets used by such investor to hold, the Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an “**employee benefit plan**” as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a “**plan**” as defined in Section 4975 of the US Tax Code including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Tax Code. In addition, if an investor is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, its purchase, holding, and disposition of the Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
8. it acknowledges that the Company reserves the right to make inquiries of any holder of the Shares or interests therein at any time as to such person’s status under the federal US securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under the US securities laws to transfer such Shares or interests in accordance with the Articles;
9. it is entitled to acquire the Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, DS Aviation, the Placing Agent, their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Placing or its acceptance of participation in the Placing;
10. it has received (outside the United States), carefully read and understands this prospectus, and it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this prospectus (or any part thereof) or any other presentation or offering materials concerning the Shares to or within the United States or to any US Persons, nor will it do any of the foregoing;
11. (i) at the time the Shares are acquired, it is not an affiliate of the Company or a person acting on behalf of such an affiliate, and (ii) it is not acquiring the Shares for the account or benefit of an affiliate of the Company or of a person acting on behalf of such an affiliate;
12. if any Shares are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with Applicable Law:

“DP AIRCRAFT I LIMITED (THE “**COMPANY**”) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “**US INVESTMENT COMPANY ACT**”). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**US SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE U.S. SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE US INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS”;

provided, that if any Shares are being sold pursuant to paragraph 5 above, and if the Company is a “Foreign Issuer” within the meaning of Regulation S under the US Securities Act at the time of sale, any such legend may be removed upon delivery to the Company of a certification in such form as is reasonably satisfactory to the Company to establish that such legend is no longer required under applicable requirements of the US Securities Act, US Investment Company Act or state securities laws;

13. the Company, DS Aviation, the Placing Agent, their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements. If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company and, if it is acquiring any Shares as a fiduciary or agent for one or more accounts, the investor has sole investment discretion with respect to each such account and it has full power to make such foregoing representations and agreements on behalf of each such account.

PART IV

THE ASSETS

Introduction

Pursuant to the terms of the Sale Agreements, the Company intends (through its wholly-owned subsidiary, the Lessor acting as trustee for each of the Company's other wholly-owned subsidiaries, the Borrowers) following Admission to purchase two Boeing 787-8 aircraft each equipped with two Rolls Royce Trent 1000G engines. A summary of the First Asset and the Second Asset is included at the end of this Part IV of this prospectus.

The Boeing 787 – the Dreamliner – Technical Specifications

The Boeing 787, also known as the “Dreamliner”, is a twin-engine long-range aircraft which is distinguished by its entirely new aircraft design. The Boeing 787 is a mid-size aircraft which has the range of large passenger aircraft and offers airlines the most efficient fuel consumption currently available.

Development of the Boeing 787 was accompanied by a variety of technical innovations. Around 50 per cent. of the primary structure of the Boeing 787, including the fuselage and wings, comprises composite materials (carbon fibre-reinforced plastic) making the Dreamliner the first wide-bodied aircraft whose fuselage is largely made of composites instead of metal. The savings in weight thus achieved have a positive effect on fuel consumption.

The Boeing 787 also incorporates newly-developed engines: the Rolls Royce Trent 1000 (with which the Assets are fitted) and the General Electric GEnx. Both engines have a uniform interface at the aircraft enabling easy changes of the engine type for airlines.

As a result of these newly-developed engines, lower aircraft weight and improved aerodynamics, fuel consumption is around 20 per cent. lower than for current aircraft of comparable size. Air pollution caused by the aircraft is also reduced accordingly.

Passenger comfort is increased by a range of new innovations: sensors that cause certain control surfaces to make slight modifications to counter the effects of turbulence, thereby reducing the risk of travel sickness; and windows which are 30 per cent. larger than in any other aircraft of this class and can be darkened individually and electrically.

At 15 per cent., humidity in the cabin is three times higher than a conventional jet aircraft which helps to prevent passenger dehydration. Cabin pressure is also considerably higher than in other aircraft giving rise to fewer headaches and less dizziness and fatigue among passengers. The 787's noise footprint will be as much as 60 per cent. smaller than today's comparable aircraft.

One cost advantage for airlines operating the Boeing 787 is represented by the lower maintenance costs. Compared to the Boeing 767, the maintenance costs are around 30 per cent. lower across the aircraft's entire service life. The Boeing 787 can therefore be deployed and flown for 52 days longer within a period of 12 years than the Boeing 767, due to longer intervals between the requisite aircraft checks.

Production history

The first Boeing 787 was presented to the international public on 8 July 2007. Within the framework of the so-called “roll-out”, the 787 was first produced in the Boeing manufacturing halls in Everett, USA. Its maiden flight took place on 15 December 2009.

After various production problems (complex co-ordination with suppliers and a strike by mechanics had delayed delivery by around 3 years) the first Boeing 787-8 was delivered to All Nippon Airways on 25 September 2011.

On account of two incidents in early 2013 with respect to the batteries on board, all of the Boeing 787 aircraft delivered prior to that date were grounded for approximately two months. After a redesign of the battery system providing for additional layers of safety, the FAA lifted the flight ban on 19 April 2013. Since

then, all aircraft have been returned to service and Boeing has recommenced deliveries of new Boeing 787s.

Production

A Boeing 787 comprises approximately 2.3 million components. Parts and individual components are manufactured throughout the world by around 50 suppliers and delivered to Boeing. Parts have been developed by suppliers enabling risks and costs to be transferred to them.

Around 278,000 m² of new production space was built world-wide for developing and producing the individual parts and components. These individual parts and components are transported by a Boeing 747LCF which is a Boeing 747 specially converted for this purpose. Boeing is only responsible for final assembly in its plants in Everett and North Charleston, USA.

Market segment

The international aircraft fleet can be classified into various segments. Primarily, a distinction is made by reference to purpose, i.e. cargo or passenger aircraft. Passenger aircraft are usually classified using their range (short, medium or long range aircraft), the number of aisles as a function of their body width ("**narrowbody**" with one aisle, or "**widebody**" with two aisles), and passenger capacity.

The Boeing 787-8 is a long-range, mid-size widebody, twin-engine jet airliner.

The Boeing 787 product range

The Boeing 787-8 is the basic and currently the only model being delivered in the product range and has the largest order book with 498 orders to date, of which 158 aircraft are or will be fitted with Rolls Royce engines and 252 with General Electric engines. Engines have yet to be selected for the remaining orders. The Assets will be delivered as the Boeing 787-8 variant fitted with Rolls Royce engines.

The Boeing 787-8 typically seats 242 passengers in a three-class configuration. The Assets in the Norwegian high density configuration will have 291 seats, of which 259 are in Economy class and 32 in Premium class offering slightly more legroom.

The Boeing 787-9 is an approximately 6 metre longer version of the Boeing 787-8. With 250-290 seats in the standard configuration, it has larger passenger capacity than the 787-8. Its average range of 14,800 - 15,750 km is approximately 700 km longer than that of the 787-8.

Furthermore, there will be another stretched version, the Boeing 787-10, which will offer an even higher seat capacity. On 18 June 2013, Boeing officially launched the 787-10 Dreamliner.

Orders

From the launch of the 787 range until the first official presentation of the aircraft in July 2007, a total of 677 aircraft were ordered, representing more orders over this period than for any other twin-aisle aircraft at any time.

As at the end of August 2013, a total of 936 orders had been placed by 58 different customers for the Boeing 787, of which 498 were orders for the Boeing 787-8. The list of customers comprises airlines from 42 countries around the world. Apart from airlines such as Air Canada, Air France-KLM, Air Berlin, American Airlines, British Airways, Etihad Airways, Qantas, Singapore Airlines and leasing companies such as ILFC, customers also include smaller airlines such as Air Niugini or Arik Air. This is evidence of the Boeing 787's worldwide popularity.

As at the end of August 2013, a total of 83 Boeing 787-8 had been delivered to 13 customers.

List of the top 5 customers as at 31 August 2013

	787-8 orders	787-9 orders	787-10 orders	Total
ILFC	33	41	–	74
All Nippon Airways	36	30	–	66
United Air Lines	21	24	20	65
Singapore Airlines	10	10	30	50
Japan Airlines	25	20	–	45

Outlook

Ten airlines are already operating Boeing 787-8 aircraft. Deliveries of the next 787s to other airlines such as Norwegian will follow soon. The Boeing 787 can be used on both classic long-haul routes and on new, high-demand international direct routes.

The main competitor to the Boeing 787 will be the Airbus A350 which is still currently under development. With a seat capacity of 270 to 350 passengers (depending on the model), the Airbus A350 will have slightly higher capacity than the Boeing 787. Its range of around 15,000 km will be similar to that of the Boeing 787. As at 31 May 2013 the Airbus had 613 orders for the Airbus A350, of which 89 were for the A350-800, 414 for the A350-900 and 110 for the A350-1000. After two delays, the first delivery of the A350-900 is to take place in the second half of 2014. The first Airbus 350-800 and A350-1000 aircraft are to be delivered in mid-2016 and mid-2017, respectively.

Residual Value

The residual value of each of the Assets at the end of the respective Leases in 2025 cannot be stated with any certainty, as that value will depend upon a variety of factors including actual or anticipated fluctuations in the results of the airline industry, market perception of the airline industry, general economic, social and political development, changes in industry conditions, fuel prices and rates of inflation. For indicative purposes only and to better demonstrate the sensitivities inherent in the product (as to which see further details in Part IX), the Company, via the Asset Manager, has obtained valuation appraisals from three Independent Expert Valuers (all certified by ISTAT).

Their independent valuations of the Assets (i) take into account an economic full-life condition at the expiry of the Leases in 2025, (ii) assume an annual inflation rate of 2.0 per cent. and (iii) value the Assets as at the expiry of the Leases in 2025 without the benefit of any lease attached. The mean average of these valuations was US\$79.721 million per Asset.

Summary of Specifications of the First Asset and the Second Asset

The First Asset

Manufacturer: The Boeing Company
 Model: Boeing 787-8
 Manufacturer's Serial Number: 35304
 Registration: EI-LNA
 Delivery Date: 28 June 2013
 Engines
 Manufacturer: Rolls-Royce plc
 Model: 2 x 1000G rated at 72,066 lbf thrust
 Auxiliary Power Unit
 Manufacturer: Hamilton Sundstrand
 Model: APS5000A
 Weights
 Maximum Take-Off Weight: 227,930 kg
 Maximum Landing Weight: 172,365 kg
 Maximum Zero Fuel Weight: 161,025 kg

The Second Asset

Manufacturer: The Boeing Company
 Model: Boeing 787-8
 Manufacturer's Serial Number: 35305
 Registration: EI-LNB
 Delivery Date: 23 August 2013
 Engines
 Manufacturer: Rolls-Royce plc
 Model: 2 x 1000G rated at 72,066 lbf thrust
 Auxiliary Power Unit
 Manufacturer: Hamilton Sundstrand
 Model: APS5000A
 Weights
 Maximum Take-Off Weight: 227,930 kg
 Maximum Landing Weight: 172,365 kg
 Maximum Zero Fuel Weight: 161,025 kg

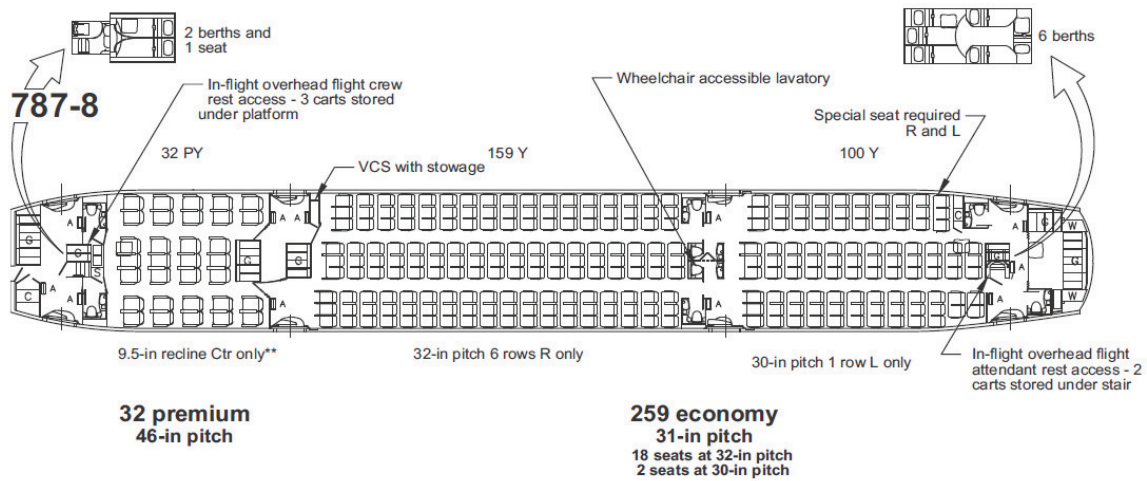
Fuel Capacity
33,340 (Us gal) useable fuel

Layout Of Passenger Accommodation
See Diagram below

Fuel Capacity
33,340 (Us gal) useable fuel

Layout Of Passenger Accommodation
See Diagram below

Layout Of Passenger Information



291 passengers

	Class (%)	Carts (qty)	Cart ratio (cart/pass)	Non-cart galley volume (cu ft)	Lavatory ratio (pass/lav)	Closet ratio (rod in/pass)	Attendant ratio (pass/attd)
Premium	11.00	9.0*	0.281	73.5	16	2.25	-
Economy	89.00	23.0*	0.089	338.0	43	0.11	-
Total	-	32.0*	0.110	411.5	-	-	26

PART V

THE SALE AGREEMENTS

The forms of the Sale Agreements are substantially agreed between ILFC (on behalf of the Sellers) and the Company.

The Lessor (in its capacity as trustee under the relevant Trust for the benefit of the First Borrower in the case of the First Asset, and in its capacity as trustee under the relevant Trust for the benefit of the Second Borrower in the case of the Second Asset) will enter into the Sale Agreements with the Sellers (being ILFC affiliates) shortly prior to Admission. This Part V of the prospectus describes the expected terms of the Sale Agreements.

Parties, place, date of sale and payment

Pursuant to the Sale Agreements between the Seller and the Lessor, the Sellers will sell the Assets to the Lessor (in its capacity as trustee under the relevant Trust for the benefit of the First Borrower in the case of the First Asset, and in its capacity as trustee under the relevant Trust for the benefit of the Second Borrower in the case of the Second Asset).

The delivery of the First Asset from Boeing to the Seller and delivery of the First Asset to Norwegian under the First ILFC Lease occurred on 28 June 2013. The sale of the First Asset is expected to occur shortly after Admission and the place of sale will be a location reasonably agreed among the Seller, the Lessor and Norwegian.

The delivery of the Second Asset from Boeing to the Seller and delivery of the Second Asset to Norwegian under the Second ILFC Lease occurred on 23 August 2013. The sale of the Second Asset is expected to occur shortly after Admission and the place of sale will be a location reasonably agreed among the Seller, the Lessor and Norwegian.

The Lessor will be required to pay the Asset Purchase Price upon the delivery of the relevant Asset in accordance with the respective Sale Agreement relating to such Asset. The payment of the Asset Purchase Price must be without any deduction or withholding.

Condition of the Assets on the date of sale

The Lessor will agree to buy the Assets in their “as-is, where is” condition on the sale date. The Sellers will expressly exclude representations and warranties as to the condition of the Assets. However, the Assets will be delivered new from Boeing to the Sellers on their Delivery Dates and at the commencement of the ILFC Leases, and pursuant to the arrangements described below, the Lessor will benefit from airframe and engine warranties from the Asset manufacturers, Boeing and Rolls-Royce plc.

Delivery of an acceptance certificate by the Lessor to the Seller on the sale date for an Asset will be conclusive proof as between those parties and ILFC that the condition of that Asset is satisfactory to the Lessor.

Delay

If there is a delay to the sale date of an Asset beyond 31 October 2013 (which is not caused by the Seller's or the Lessor's breach of the relevant Sale Agreement), either the Seller or the Lessor may request in writing that the other party confirms its intent to terminate the Sale Agreement within 7 days of such request. If confirmation of termination is provided within 7 days of the request for the confirmation, the Sale Agreement will terminate. Alternatively, if the confirmation of termination is not given within 7 days of the request for confirmation, the Sale Agreement will remain in effect.

In addition, if the Seller anticipates that there will be a delay to the sale date of an Asset beyond 31 October 2013, either the Seller or the Lessor may terminate the relevant Sale Agreement(s) by giving 7 days' prior written notice to the other party. Following the Lessor's receipt of Seller's notice of anticipatory delay, either the Seller or the Lessor may request in writing that the other party confirms its intent to terminate the Sale

Agreement within 7 days of such request. If confirmation of termination is provided within 7 days of the request for the confirmation, the Sale Agreement will terminate. Alternatively, if the confirmation of termination is not given within 7 days of the request for confirmation, the Sale Agreement will remain in effect.

Airframe and engine warranties

Each Seller will procure that any assignable airframe and engine warranties in relation to an Asset are assigned to the Lessor on the sale date for that Asset. It is expected that the Lessor, Norwegian and Boeing will enter into an airframe warranties agreement on or around the sale date for each Asset pursuant to which Boeing agrees that the Lessor will have the benefit of airframe warranties in relation to the Assets. It is expected that the Lessor, Norwegian and Rolls-Royce plc will enter into an engine warranties agreement on or around the sale date pursuant to which Rolls-Royce plc agrees that the Lessor will have the benefit of engine warranties in relation to the Assets. Pursuant to such airframe and engine warranty agreements, the Lessor will be able to seek performance of the airframe and engine warranty rights directly against Boeing and Rolls-Royce plc, respectively. In each case, during the term of the Leases, so long as no default or event of default under the Leases has occurred, Norwegian will be entitled to exercise the benefit of the relevant warranties under the airframe and engine warranties agreements.

In relation to any non-assignable airframe and engine warranties, the Lessor will be entitled to enforce such warranties in the Seller's name against relevant third parties.

Indemnities

The Lessor will agree to indemnify the Seller and ILFC and other defined seller indemnified parties for costs and liabilities connected with:

- (a) the ownership and operation of an Asset after the sale date for that Asset;
- (b) claims for breach of intellectual property rights arising after the sale date for an Asset; and
- (c) material breaches of express terms of the Sale Agreements.

Norwegian provides similar indemnities to the Lessor under the Leases with regard to the ownership and operation of the Assets and claims for breach of intellectual property rights.

The Seller will agree to indemnify the Lessor and other defined buyer indemnitees from costs and liabilities connected with:

- (a) the ownership and operation of an Asset before the sale date for that Asset;
- (b) claims for breach of intellectual property rights arising before the sale date for an Asset; and
- (c) material breaches of express terms of the relevant Sale Agreements.

Governing law

The Sale Agreements are governed by English law.

Definitions

"Asset Purchase Price" means an amount equal to US\$133,000,000 less an amount equal to US\$12,658 per day from the date upon which delivery to Norwegian occurred under the ILFC Lease until and including the date of sale of the Asset to the Lessor.

PART VI

THE LEASES AND LEASE NOVATIONS

The Company intends to lease the Assets acting through the Lessor, which is a wholly-owned subsidiary of the Company. Upon acquisition of each of the Assets in accordance with the Sale Agreements, the ILFC Leases will be novated to the Lessor (acting as trustee on behalf of the First Borrower in respect of the First Asset, and as trustee on behalf of the Second Borrower in respect of the Second Asset) pursuant to the Lease Novations and the Lessor will lease the Assets to Norwegian.

At the date of this prospectus, the ILFC Leases have already been entered into, and the terms of the Lease Novations are substantially agreed between the Company and ILFC (on behalf of the Sellers), subject to approval of the form of Lease Novations by Norwegian. The Lease Novations will be entered into prior to Admission.

This Part VI of the prospectus describes the expected terms of the Leases, applicable upon novation to the Lessor.

The Leases

Term

The Leases will each have a term of twelve years from the relevant commencement date, being the date of delivery of each Asset to Norwegian.

The Leases will be net rental leases pursuant to which Norwegian bears all costs relating to the Assets during the lifetime of the Leases.

The Lessor will not provide any representation or warranty to Norwegian under the Leases in relation to faults, functioning or performance of the Assets. The Leases (in conjunction with warranty agreements with the manufacturers) permit Norwegian to exercise warranty and guarantee rights directly against Boeing, Rolls Royce and the other manufacturers of the Assets during the term of the Leases. If the Lessor notifies Boeing and Rolls Royce that there has been an event of default under the Leases or that the Leases have been terminated, the Lessor shall be entitled to exercise the Boeing and Rolls Royce warranty and guarantee rights to the exclusion of Norwegian.

Lease Rentals and security deposits

The First Lease

The Lease Rentals under the First Lease will consist of monthly Lease Rentals. The monthly Lease Rentals under the First Lease will consist of US Dollar Lease Rentals (US\$1,240,501 per month) for the lease term. The first of the monthly Lease Rental is due in advance of delivery of the First Asset and shall be pro-rated to include the period from the delivery date until the 15th day of the following calendar month. Every subsequent monthly Lease Rental is due in advance on the 15th day of each calendar month.

The security deposit to be paid by Norwegian to the lessor in advance of the commencement of the lease term under the First Lease is US\$3,200,000. Norwegian may elect to provide a letter of credit in a specified form for a US\$1,000,000 maximum portion of the security deposit.

The Second Lease

The Lease Rentals under the Second Lease will consist of monthly Lease Rentals. The monthly Lease Rentals under the Second Lease of the Second Asset will consist of US Dollar Lease Rentals (US\$1,245,620 per month) for the lease term. The first of the monthly Lease Rental is due in advance of delivery of the Second Asset and shall be pro-rated to include the period from the delivery date until the 15th day of the following calendar month. Every subsequent monthly Lease Rental is due in advance on the 15th day of each calendar month.

The security deposit to be paid by Norwegian to the Lessor in advance of the commencement of the lease term under the Second Lease is US\$3,200,000. Norwegian may elect to provide a letter of credit in a specified form for a US\$1,000,000 maximum portion of the security deposit.

Norwegian sub-lease

Norwegian will have the right to sub-let the Assets to its subsidiaries or companies majority owned or controlled by Norwegian which are incorporated in Denmark, Norway, Sweden or Finland without the Lessor's consent under certain conditions. Any other sub-lease is subject to the Lessor's consent. Norwegian remains primarily liable to the Lessor in the event the Assets are sub-let. Any sub-lease remains subject and subordinate to the relevant Lease and Norwegian is obliged to assign its rights as lessor under such sub-lease to the Lessor as security.

Norwegian has sub-leased the First Asset and the Second Asset to Norwegian Long Haul AS (NLH), which is a company in the Norwegian group. NLH has wetleased the First Asset and the Second Asset back to Norwegian so that Norwegian is still the entity operating the First Asset and the Second Asset. Norwegian remains primarily liable for all First Lease and Second Lease obligations.

Financial reports

Norwegian will be required to provide the Lessor with financial information and reports relating to the operation and use of the Assets.

Maintenance, maintenance reserves and total care arrangements

Maintenance

Norwegian undertakes to maintain and repair the Assets (including their engines and all other parts) in accordance with: (i) the maintenance plan; (ii) the rules and regulations of the aviation authority; (iii) the manufacturer's type design; and (iv) any other regulations or requirements necessary in order to maintain a valid certificate of airworthiness of the Assets and in the same manner and without discriminating against the Assets compared to other similar aircraft and engines operated by Norwegian. The Lessor has the right to inspect the Assets at specified intervals. Norwegian is entitled to remove an engine from the airframe of the Assets for: (i) maintenance; and (ii) use by Norwegian on another aircraft in Norwegian's fleet, subject to complying with requirements to protect the Lessor's title, rights and interest in the Engine.

Maintenance reserves

In the Leases, Norwegian has contracted to pay to the Lessor maintenance reserves, by way of supplemental rent, based on Norwegian's use of the Assets during the term of the Leases.

Maintenance reserves are Lessee contributions to a retention account held by the Lessor which are calculated by reference to the budgeted cost of maintenance and overhaul events. They are intended to ensure that at all times, the Lessor holds sufficient funds to cover the proportionate cost of maintenance and overhaul of the Assets relating to the life used on the airframe, engines and parts since new or since the last overhaul. During the term of the Leases, all maintenance is required to be carried out at the cost of Norwegian, and maintenance reserves are required to be released only upon receipt of satisfactory evidence that the relevant qualifying maintenance or overhaul has been completed.

Total care arrangements

The Leases envisage that Norwegian and the Lessor may enter into a total care arrangement with respect to the Assets (such as the GoldCare Program with Boeing in relation to the airframes and TotalCare with Rolls-Royce plc in relation to the Engines).

The Boeing GoldCare Program is an arrangement pursuant to which operators make regular payments to Boeing in return for maintenance and overhaul services in respect of the airframe (and which may also include auxiliary power units, landing gear and high value components). The airframe is managed throughout its lifecycle and maintenance and spare parts are readily available.

The Rolls-Royce TotalCare Program is an arrangement pursuant to which operators make regular payments to Rolls-Royce in return for engine management and maintenance.

It is expected that the Lessor will enter into total care arrangements which will provide protection to the Lessor such that the Lessor can have the benefit (through contractual arrangements with Boeing and Rolls-Royce plc) of Norwegian's payments under the total care arrangement and, if the benefit is transferrable to a future aircraft operator, such that the payments or transferrable benefits are in respect of all life used on the airframes (or Engines) since new or since the last overhaul.

If the Lessor enters into a total care arrangement for the airframes (and/or the auxiliary power units landing gear and high value components), Norwegian is not obliged to pay reserves relating to airframe checks, the auxiliary power units, landing gear and high value components (as applicable) and Norwegian will instead make the corresponding payments to Boeing in respect of the accrued use of such equipment.

If there is a total care arrangement in place for the Engines, Norwegian is not obliged to pay reserves relating to engine checks and Norwegian will instead make the corresponding payments to Rolls Royce in respect of the accrued use of the Engines.

Norwegian will still be obliged to pay maintenance reserves for those other items of aircraft maintenance that are not covered under the total care arrangement(s). It is expected that total care arrangements will be in place as described above.

Norwegian will still be liable to carry out, and pay for, all maintenance on the Assets during the term of the Leases.

Insurance

Norwegian is required at its own cost to insure the Assets against both damage and third party liability. Each Lease specifies the following minimum requirements for insurances in respect of the Asset to which it relates:

- (a) Hull All Risks for an amount equal to US\$155,100,000 (which reduces by 3 per cent. on each annual Norwegian insurance fleet renewal date falling after the first year of the Lease term) (the "**Agreed Value**") and a deductible of not more than US\$1 million (or such lesser amount as applicable to the rest of Norwegian's fleet of similar aircraft as the Assets) for each and every loss. The deductible is not applicable to Total Loss, constructive total loss or arranged total loss;
- (b) Aviation and Airline General Third Party Liability for a combined single limit of not less than US\$1 billion (or such higher amount as Norwegian may carry on any other aircraft in its fleet) for any one occurrence per aircraft (but in respect of products liability this limit may be in aggregate);
- (c) Hull War and Allied Perils for the Agreed Value. Norwegian is not required to obtain confiscation or requisition coverage if the Assets are registered in Norway, Sweden or Denmark; and
- (d) Spares All Risks for replacement cost with limits of not less than US\$40,000,000 any one location, US\$20,000,000 any one sending, and with a deductible of not more than US\$10,000 per claim.

The Company and the Lenders are to be listed as additional assureds on all policies.

Except for third party liability insurance, all insurance proceeds will be required to be paid to the Loan Security Trustee (except for claims of less than US\$750,000, which may be paid to Norwegian unless the Company notifies the insurance broker in writing of a material default by Norwegian).

Return of the Assets

At the end of each of the Leases, Norwegian will be required to return the relevant Asset to the Lessor in the state specified by the Lease at an airport in Western Europe designated by the Lessor or to such other location as may be mutually agreed between Norwegian and the Lessor.

The Leases require that the Assets are returned in economic “full-life” condition, meaning that:

- (i) the Airframe must be returned fresh from a 12-year check with zero flight hours consumed since then (except for the return acceptance flight); and
- (ii) the Engines and certain parts must be returned in a minimum physical condition (allowing for uninterrupted use of 18 months or 2,000 flight cycles after the date of return) and Norwegian will have paid maintenance reserves up to the return date to cover all accrued use since new or since the last overhaul for such Engine or part; if (as is expected) total care arrangements have been entered into by the Lessor (as contemplated by the paragraph above titled “*Total care arrangements*”) the relevant payments will have been made under the total care arrangements, and the Lessor will have the benefit of the rights under the total care arrangements in respect of the payments for accrued use since new or since the last overhaul.

If an Asset is not returned in the condition specified in the relevant Lease, Norwegian will be obliged to make such repairs and modifications as are required to restore the relevant Asset to the required condition. If the making of these repairs and modifications extends beyond the term of the relevant Lease, the relevant Lease will be extended on a day-by-day basis in order to allow Norwegian to make the necessary repairs and modifications but Norwegian will be obliged to pay twice the amount of Lease Rent in effect at the end of the term for each day from and including the 8th day after the scheduled expiry of the Lease until the actual termination date. Alternatively, the Lessor may accept return of the Asset and arrange for the return condition work to be done within 90 days following return of the Asset at then commercial rates at Norwegian’s expense.

Requisition

If an Asset is requisitioned for use by a governmental entity, Norwegian’s payment and other obligations under the Lease continue as if such requisition has not occurred. So long as no default or event of default under the Lease has occurred and is continuing, all payments received by Norwegian from the requisitioning governmental entity may be retained by Norwegian. However, if a default or event of default has occurred and is continuing under the Lease, all payments received by Norwegian from the requisitioning governmental entity may be used by the Company to satisfy any obligations owing by Norwegian.

Right of the Company to terminate

Under the terms of each of the Leases, the Lessor will have the right to terminate a Lease in certain circumstances (each a “**Lessor Termination Event**”), including:

- (a) Norwegian fails to take delivery of the Asset when obliged to do so under the Lease;
- (b) failure by Norwegian to pay any sum payable by it under the relevant Lease within five Business Days of its due date;
- (c) Norwegian fails to obtain or maintain the insurance required by the Lease;
- (d) Norwegian fails to return the Asset in the return condition at the end of the Lease term;
- (e) any representation made by Norwegian in the relevant Lease proves to be untrue in any material respect;
- (f) the registration of the Asset is cancelled other than as a result of an act or omission of the Lessor;
- (g) Norwegian abandons the Asset;
- (h) Norwegian or an Approved Sub-Lessee no longer has unencumbered control other than Permitted Liens (as defined in the Lease) or possession of the Assets, except as otherwise permitted by the Lease;
- (i) Norwegian threatens to discontinue or temporarily or permanently discontinues business or sells or otherwise disposes of all or substantially all of its assets;

- (j) a material adverse change occurs in the financial condition of Norwegian;
- (k) Norwegian no longer possesses the licences, certificates or permits required for the conduct of its business as a certificated air carrier in Norway;
- (l) Norwegian fails to pay when due any airport or navigation charges (including Eurocontrol charges) or any landing fees assessed with respect to the Assets or any aircraft operated by Norwegian which, if unpaid, may give rise to any lien, right of detention, right of sale or other security interest in relation to the Assets or any part thereof;
- (m) Norwegian (i) suspends payments of its debts or other obligations, (ii) is unable to or admits its inability to pay its debts or other obligations as they fall due, (iii) is adjudicated or becomes bankrupt or insolvent or (iv) proposes or enters into any composition or other arrangements for the benefit of its creditors generally;
- (n) any proceedings, resolutions, filings or other steps are instituted or threatened with respect to Norwegian relating to the bankruptcy, liquidation, reorganisation or protection from creditors of Norwegian or a substantial part of Norwegian's property. If instituted by Norwegian, this is an immediate Event of Default. If instituted by another person, this is an Event of Default if not dismissed, remedied or relinquished within sixty days;
- (o) any order, judgment or decree is entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator or Norwegian or a substantial part of its property, or if a substantial part of Norwegian's property is to be sequestered. If instituted by or done with the consent of Norwegian, this will be an immediate Event of Default. If instituted by another person, this is an Event of Default if not dismissed, remedied or relinquished within sixty days;
- (p) any indebtedness for borrowed moneys or a guarantee or similar obligation owed by Norwegian with an unpaid balance of at least US\$2,000,000 is declared due before its stated maturity or Norwegian is in default under any other purchase agreement, lease, conditional sale agreement or other agreement pursuant to which Norwegian has possession of any aircraft and the relevant person has commenced repossession or other remedial action in respect of such aircraft;
- (q) Norwegian is in default under any other lease or agreement between (i) Norwegian and the Lessor, (ii) Norwegian and the Borrower, (iii) Norwegian and the Lessor in its capacity as lessor under the Lease for the other Asset, (iv) Norwegian and DS Aviation or (v) Norwegian and any Affiliate of the Lessor, and the same is not cured within its specified cure period;
- (r) Norwegian is in default under any other aircraft or aircraft equipment lease agreement which is managed by the Lessor, the Borrower, DS Aviation or any Affiliate of DS Aviation on behalf of another person and the same is not cured within its specified cure period; or
- (s) Norwegian fails to observe or perform any of its other obligations under the Lease (other than the above) and fails to cure the same within 15 days after written notice thereof to Norwegian. If such failure cannot by its nature be cured within 15 days, Norwegian will have the reasonable number of days necessary to cure such failure (not to exceed a period of sixty days) so long as it uses diligent and best efforts to do so.

Consequences of Lessor Termination Event

If a Lessor Termination Event occurs, in addition to any other rights that it may have under Applicable Law, the Lessor's contractual rights include:

- (a) terminating the Lease by giving written notice to Norwegian;
- (b) terminating the rights of Norwegian to use or operate the Asset by giving written notice to Norwegian, in which case Norwegian's obligations under the Lease will continue;
- (c) taking possession of the Assets, and upon doing so, the Lessor will then be entitled to sell, lease or otherwise deal with the Assets as if the Lease had not been made;

- (d) enforcing performance of the Lease and recovering damages for the breach by Norwegian; and
- (e) applying all or a portion of the current security deposit and any other security deposits held by the Lessor and its affiliates pursuant to any other leases with Norwegian to any amounts due under the Lease.

Total Loss of an Asset

In case of a Total Loss of an Asset, Norwegian will pay (or Norwegian will procure that its insurers pay) the Agreed Value to the Lessor (and in the Lessor Security Assignment, the Lessor will direct for the Agreed Value to be paid to the Loan Security Trustee) by the date falling sixty days after the Total Loss date, together with all amounts of Lease Rentals and other amounts accrued under the Lease in relation to that Asset.

Disposal of an Asset during the term of a Lease and transfer/assignment of a Lease

The Lessor will be permitted to dispose of an Asset and its rights and obligations under the relevant Lease to a transferee without Norwegian's consent.

Governing law and jurisdiction

Each of the Leases (unless otherwise agreed between the Lessor and Norwegian) will be governed by the laws of the State of California (notwithstanding the conflict laws of the State of California) and any disputes will be subject to the non-exclusive jurisdiction of the Federal District Court for the Central District of California and the State of California Superior or Municipal Court in Los Angeles, California. Nothing in the Leases prevents either the Lessor or Norwegian from bringing suit in any other appropriate jurisdiction. Each of the Lessor and Norwegian have waived the right to a trial by jury to the maximum extent permitted by law.

ILFC and the ILFC Leases

ILFC is the world's largest independent aircraft lessor measured by number of owned aircraft. Its portfolio currently consists of approximately 1,000 owned or managed aircraft, as well as commitments to purchase 243 new high-demand, fuel-efficient aircraft, and rights to purchase an additional 50 such aircraft.

ILFC leases aircraft to airlines operating in every major geographic region, including emerging and high-growth markets in Asia, Latin America, the Middle East and Eastern Europe.

The ILFC Lease has been negotiated and documented by ILFC and the Lessor will benefit from these lease terms when it becomes the lessor under the Leases pursuant to the Lease Novations.

Definitions

Approved Sub-Lessee means any Permitted Sub-Lessee or any other person to whom the Assets may from time to time be leased or operated in accordance with, and subject to the Leases.

Permitted Sub-Lessee means, at any time, an entity that is incorporated in either Denmark, Norway, Sweden or Finland and such entity is a direct subsidiary of Norwegian, majority owned by Norwegian and controlled by Norwegian.

PART VII

NORWEGIAN

Introduction

Norwegian Air Shuttle ASA, commercially branded “**Norwegian**”, is a low-cost airline listed on the Oslo Stock Exchange. At 31 December 2012, Norwegian’s market capitalisation was NOK5,060 million (approximately £615 million).

Norwegian is the second largest airline in Scandinavia and the third largest low-cost airline in Europe with a route portfolio stretching across Europe into North Africa, North America, Asia and the Middle East. Its competitive price structure and emphasis on customer-friendly services and solutions has seen it experience significant growth in recent years, with 17.7 million passengers carried in 2012.

Norwegian flies to 121 destinations in 39 countries. The airline serves 382 routes and has established hubs in Denmark (Copenhagen), Finland (Helsinki), Norway (Oslo), Sweden (Stockholm), Spain (Alicante, Malaga and Las Palmas) and the UK (London-Gatwick). Norwegian commenced long-haul operations in May this year, and now operates six weekly flights between Scandinavia and New York, as well as five weekly flights between Scandinavia and Bangkok.

The Norwegian Fleet and Route Network

As at 9 September 2013, Norwegian operated 78 single-aisle jet aircraft, of which 68 are Boeing 737-800s, 10 are Boeing 737-300s and 2 Boeing 787-8s. Norwegian has opted to modernise its fleet with state-of-the-art Boeing 737-800 aircraft. A total of 73 such aircraft were and are to be delivered in the period from 2008 to 2014.

In January 2012, Norwegian placed an order with both Boeing and Airbus to purchase 222 aircraft – of which 100 are Boeing 737 MAX8s, 22 are Boeing 737-800s and 100 are Airbus A320neos. The order is stated to be Europe’s largest ever single aircraft order.

Norwegian has also ordered eight Boeing 787-8 Dreamliners for its long-haul operations. The first three 787 Dreamliners were scheduled to be delivered during 2013, two of which were already delivered in June and August 2013 with one further aircraft due to be delivered before the end of the year. Norwegian will take delivery of four more aircraft in 2014 and one in 2015.

Source: Norwegian

<i>Type of aircraft</i>	<i>Boeing 737-800</i>	<i>Boeing 737-300</i>	<i>Boeing 787-8 Dreamliner</i>
Current number of aircraft	67	10	2
Maximum number of passengers	186/189	148	291 (32 in Premium Economy and 259 in Economy)
Crew per flight	Two pilots, four cabin crew	Two pilots, three cabin crew	Two pilots, six cabin crew
Engines	General Electric/Snecma CFMI CFM56-7B26	General Electric/Snecma CFM-56-3 (Commercial Fan Moteur)	Rolls-Royce Trent 1000G
Maximum starting weight	78,999 kg	61,915 kg – 63,265 kg	227,930 kg
Length	39.5 metres	33.4 metres	57 metres
Wing span	35.8 metres w/winglet	28.91 metres	60 metres
Motor Power	26,400 Lbs	22,000 Lbs	67,000 Lbs
Speed	858km/h	797 km/h	913 km/h

Financial Position of Norwegian

The information in this section is sourced from Norwegian's Interim Report for the second quarter and first half ended 30 June 2013, and Norwegian's annual report for the financial year ended 31 December 2012.

According to its consolidated audited accounts for the year ended 31 December 2012, Norwegian's revenue for its financial year ended 31 December 2012 was NOK 12,859 million, an increase of 22 per cent. compared to the previous financial year. NOK 11,201 million (2011: 9,097 million) of this revenue was related to ticket revenues, NOK 1,405 million (2011: 1,225 million) was other passenger-related revenues, while NOK 235 million (2011: 207 million) was related to freight, third-party products and other income.

According to its consolidated unaudited accounts for the half-year ended 30 June 2013, Norwegian's revenue for the period was NOK 6,916.1 million, an increase of 25 per cent. compared to the previous half-year. According to its consolidated unaudited accounts for the half-year ended 30 June 2013, Norwegian's total assets as at 30 June 2013 were NOK 14,422.2 million. At 30 June 2013, Norwegian had a cash balance of NOK 2,922.9 million.

KEY FINANCIAL DATA IN NOK

million	2007	2008	2009	2010	2011	2012
Total Revenues	4,226.2	6,226.4	7,309.2	8,597.7	10,532.2	12,859.0
Operating Profit	134.0	-337.9	571.9	210.2	415.9	403.5
Profit before tax	113.0	5.3	623.0	243.1	166.5	623.2
Net Profit	84.6	3.9	446.3	170.9	122.1	456.6
Total Equity	508.2	897.4	1,601.6	1,795.9	1,945.6	2,420.7

(Source: figures taken from the Consolidated Accounts contained in Norwegian's Annual Reports for each financial year ended 31 December from 2007 – 2012)²

FLEET

No. of Aircraft (at year end)	32	40	46	57	62	68
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AIR TRAFFIC

No. of routes (operated during the year)	114	170	206	249	271	308
Approximate number of transported passengers (in millions)	6.9	9.1	10.8	13.0	15.7	17.7
Load factor (per cent.) ³	80	79	78	77	79	79

(Source: figures for the years 2007-2012 taken from the summary provided by Norwegian in the 2012 report 'Year in Brief')

² Figures taken from the annual reports have been rounded to the nearest 100,000

³ Load factor is a calculation based on the year-end figures of Revenue Passenger Kilometres (the number of occupied seats multiplied by the distance flown) divided by Available Seat Kilometres (the number of available seats multiplied by the distance flown) and expressed as a percentage.

NORWEGIAN – OVERVIEW OF KEY HALF-YEAR FIGURES

KEY FINANCIAL DATA IN NOK million

	<i>H1 2012</i>	<i>H1 2013</i>
Total operating revenue	5,529.6	6,916.1
Operating profit/loss (EBIT)	-252.3	515.2
Net result before tax (EBT)	-272.7	116.9
Net profit/loss	-195.0	79.6
Total Equity	1,750.9	2,502.8

(Source: figures taken from the Condensed Consolidated Financial statements Accounts contained in Norwegian's Interim Report for the second quarter and first half ended 30 June 2013).

FLEET

No. of Aircraft	65	75
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Source: figures taken from Norwegian's Interim Report for the second quarter and first half ended 30 June 2013.

AIR TRAFFIC

Approximate number of transported passengers (in millions)	8.12	9.44
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(Source: figures taken from Norwegian's Interim Reports for each of the first quarter ended 31 March 2013, and the second quarter and first half ended 30 June 2013)

Winner of Awards

In 2013, Norwegian was named the **“Best Low-Cost Airline in Europe”** by Skytrax during the World Airline Awards 2013.

Norwegian is the first airline in Europe to offer in-flight WiFi and was awarded the Passenger Choice Awards 2013 and 2012 in the category “Best Inflight Connectivity and Communications”.

In January 2009, Air Transport World named Norwegian “Market Leader of the Year”. The award recognised Norwegian for several accomplishments:

- successful adaptation of the low-cost model to the Scandinavian air travel market
- its strategy to combine low fares with high tech with strong emphasis on customer-focused information technology
- swift market response to the collapse of Sterling
- the ability to stay profitable in challenging times

In August 2008, SkyTrax named Norwegian the best low-cost carrier in Northern Europe and in April 2008, Norwegian was awarded a prize for being the best Norwegian company in terms of public reputation, and for having the best management of all companies in Norway.

PART VIII

THE LOANS AND THE LOAN AGREEMENTS

Summary

The Company intends, through the Borrowers, being its wholly-owned subsidiaries, to enter into two separate Loan Agreements with the Lenders in relation to its acquisition of each of the Assets. As at the date of this prospectus, the Loan Agreements are in advanced draft form, with all key commercial terms agreed in principle. The Borrowers will enter into the Loan Agreements prior to Admission. The summary below sets out the terms which the Company expects will apply to the Loan Agreements.

It is expected that the First Loan of US\$79,800,000 will be fully amortised with monthly repayments in arrears over approximately twelve years (until the scheduled expiry of the Lease, as drawdown of the First Loan will happen after the commencement of the First Lease). Pursuant to the First Loan, a first priority mortgage over the First Asset will be granted to the Loan Security Trustee. The Loan Security Trustee will also be nominated as the first loss payee under the First Asset's insurances.

It is expected the Second Loan of US\$79,800,000 will be fully amortised with monthly repayments in arrears over twelve years. The Company expects that the Second Loan will have materially the same terms as the First Loan with only necessary changes being made to reflect the different Assets, Borrowers and delivery dates.

Each of the Assets will be held by the Lessor, also a wholly-owned subsidiary of the Company. The Lessor is a company incorporated in Ireland and it will own each Asset in its capacity as a trustee of the relevant Trust for the benefit of the relevant Borrower, each of which is also a wholly-owned subsidiary of the Company. This Part VIII of the prospectus describes the expected terms of the Loans and the Loan Agreements.

The Loan Agreements

Structure and term

The committed term of each Loan will be from the drawdown date until the date falling twelve years from the Delivery Date of the relevant Asset. Each Loan will be available to be drawn from the date of the relevant Loan Agreement until 31 October 2013.

Each Loan will be amortised with repayments every month in arrears over the term in amounts to be set out in a schedule to be agreed by the Company and the Lenders prior to the drawdown date of the relevant Loan. Amortisation will be on an annuity-style (i.e. mortgage-style) basis.

Interest

Interest on each Loan will be payable in arrears on the last day of each interest period, which will be one month long (the **"Interest Period"**). Interest on each Loan will accrue at a floating rate of interest which will be calculated using LIBOR for the length of the Interest Period and a margin of 2.6 per cent. per annum (the **"Loan Margin"**) (**"Loan Floating Rate"**).

For the purposes of calculating the Loan Floating Rate, if on the date when LIBOR is set prior to the beginning of an Interest Period it is not possible for LIBOR to be determined by reference to a screen rate at the time that LIBOR is to be set for that Interest Period (a **"Market Disruption Event"**), the amount of interest payable to each affected Loan Lender during the Interest Period will be the aggregate of each Lender's cost of funds during that monthly period and the Loan Margin.

If any amount is not paid by the Borrower when due under the Loan Transaction Documents (as defined below), interest will accrue on such amount at the then current rate applicable to the Loan plus 2.0 per cent. per annum.

Hedging Agreement

Each Borrower will enter into ISDA-standard hedging arrangements with Norddeutsche Landesbank Girozentrale as hedging provider in connection with its Loan, in order to provide for fixed-rate interest to be payable in respect of the Loan, to be funded by the fixed rental payments under the corresponding Lease. Norddeutsche Landesbank Girozentrale in its capacity as hedging provider will also be a secured party under the Loan Documents.

Prepayment

Upon not less than 15 Business Days' prior written notice to the Loan Agent, the Borrower will be able to prepay the Loan in full (together with all other amounts then due and payable) at any time or in part (in an amount of at least US\$5,000,000, and if greater, in integral multiples of US\$1,000,000) on the last day of an Interest Period.

The Borrower may otherwise prepay the Loan if (i) a Market Disruption Event has occurred, (ii) the Borrower is required to pay a greater amount of interest to a Lender due to the imposition of a withholding tax in respect of any Lender or (iii) the Company is required to indemnify the Loan Finance Parties in respect of tax liabilities or liabilities affecting a Finance Party arising from a change in law.

The Borrower will be automatically obliged to prepay the Loan in full (together with all other amounts then due and payable) on the date that any of the following occur:

- (a) the Lessor (or any person on its behalf) sells the Asset; or
- (b) if a Total Loss occurs in respect of the relevant Asset, on the date on which Norwegian is obliged to pay the Agreed Value pursuant to the Lease or the insurers/reinsurers actually pay the Agreed Value.

The Loan Agent may require the Loan to be prepaid in full (together with all other amounts then due and payable) if (a) it becomes unlawful for any party to perform their material obligations under (i) the Loan Agreement, the Loan Security Documents, and all documents ancillary to these documents (the "**Loan Documents**"), (ii) the Lease and all documents ancillary to the Lease, (iii) the Sale Agreement and all documents ancillary to the Sale Agreement or (iv) any related document (each a "**Loan Transaction Document**"), or (b) any material part of a Loan Transaction Document becomes illegal or unenforceable, or (c) the security created by any Loan Security Document (as defined below) is discharged or loses its priority or any authorisation required for the validity of any Loan Transaction Document ceases to be in full force and effect, and the parties are unable to resolve such issues within a specified period of time for mitigation and/or restructuring, or (d) if the Borrower fails to re-lease or sell the Asset on or before the last day of the applicable remarketing period following the early termination of the Lease with Norwegian.

If the Loan is prepaid, the Borrower will be required to indemnify the Lender in respect of any losses arising from broken funding costs, including costs arising from the Lenders' matched funding of the Loan for the duration of the scheduled term. In the event of a prepayment of the Loan as a result of the Total Loss of an Asset, the Lenders have agreed that they will not charge for any costs relating to the matched funding of the Loan. A termination of the interest rate hedging arrangements in connection with any Loan prepayment may give rise to interest rate breakage costs.

Events of Default

The Loan Agent (acting on the instructions of the Loan Lenders with commitments or participations in the Loan which together in aggregate are greater than 66% per cent. of the total commitments or participations in the Loan (the "**Loan Instructing Group**")) will be able to demand immediate repayment of the Loan and enforce the security created by the Loan Security Documents if any of the following events occur (each a "**Loan Event of Default**"):

- (a) the Borrower fails to pay any amount of principal or interest under the Loan Agreement on its due date and such non-payment continues unremedied for 5 Business Days after delivery of written notice of failure to pay or the making of a demand (as applicable);
- (b) the Company, the Borrower or the Lessor (collectively, the "**Obligors**" and each an "**Obligor**") fails to pay any amount (other than of principal or interest under the Loan Agreement) under the Loan

Agreement or the other Loan Transaction Documents on its due date and such failure continues unremedied for 5 Business Days after written notice of failure has been given to the relevant Obligor or, if such amount is due on demand, after the relevant demand has been made;

- (c) an Obligor fails to comply with any other obligation under the Loan Transaction Documents (other than the obligations set out in paragraph (d) below) and, if capable of remedy, such failure is not remedied within 30 days of written notice from the Loan Agent being given to the relevant Obligor;
- (d) the Borrower fails to comply with its obligations in respect of the undertakings listed as (d), (f) - (n), (p) - (r), (u) and (v) in the section headed “*Undertakings*” in this Part VIII of this prospectus and the Lessor and the Company fail to comply with their equivalent undertakings in the Loan Security Documents (the “**Loan Material Undertakings**”) except to the extent that grace periods apply in respect of a breach of certain of the Loan Material Undertakings;
- (e) any representation made or deemed made by the Borrower and/or Lessor in a Loan Transaction Document is untrue or incorrect in any material respect and in the opinion of the Loan Instructing Group such event has or will have a material adverse effect on the interests or position of the Loan Finance Parties;
- (f) an Obligor repudiates or evidences an intention to repudiate a Loan Transaction Document;
- (g) any Obligor is insolvent;
- (h) insolvency proceedings are commenced in respect of any Obligor;
- (i) any execution is levied against any asset of the Lessor or the Borrower, unless (i) such event is a termination event under the Lease and the Lessor has complied with its obligations in respect of the Lease in responding to this event or (ii) such execution is disputed in good faith and adequate reserves have been made and such execution is discharged within sixty days;
- (j) any Obligor ceases to carry on a substantial part of its business, or a change occurs in the business of such party, and in the opinion of the Loan Instructing Group such cessation or change has or is likely to have a material adverse effect on any Obligor’s ability to perform its obligations under the Loan Transaction Documents or on the rights and interests of the Loan Finance Parties (provided that the raising of additional equity by the Company and the purchase and financing of additional aircraft by the Company through any other subsidiaries will not be such a change in business); or
- (k) any event of default occurs under the other Loan Agreement (other than where the Assets are leased to different airlines and the default is caused by a default of the relevant Lessee, and provided that any surplus Lease rentals, non-refundable security deposits and maintenance reserves are used to discharge amounts owing under the other Loan Agreement).

Remarketing Period

If the leasing of an Asset is terminated (other than by effluxion of time, or as a result of the occurrence of a Total Loss), the Borrower will benefit from a 6 month remarketing period (the “**Remarketing Period**”) to endeavour to sell or re-lease the Asset, provided that the conditions below are complied with:

- (a) during the first 2 months of the Remarketing Period, the Borrower’s obligation to repay instalments of principal of the Loan will be suspended. The Borrower will remain obliged to pay interest on the Loan and any amounts falling due under the hedging arrangements. These may be funded by applying the security deposit received under the Lease and/or the Liquidity Reserve;
- (b) during the subsequent 4 months of the Remarketing Period, the Borrower will be obliged to pay principal and interest under the Loan Agreement. These may be funded by applying the security deposit received under the Lease and/or the Liquidity Reserve;
- (c) the Borrower and its remarketing agent will endeavour to sell or lease the Aircraft in accordance with the standard of a reputable, internationally recognised aircraft lessor;

- (d) the Loan Security Trustee must be kept fully informed about all remarketing activities relating to the Aircraft;
- (e) the Borrower is responsible for any and all costs and expenses associated with all remarketing activities relating to the Aircraft (including but not limited to costs for the remarketing agent, storage, insurance, maintenance, legal fees of the Loan Finance Parties); and
- (f) the Lessor will not enter into any subsequent lease agreement relating to the Asset or any legally binding commitment to lease the Asset without the prior written consent of the Loan Security Trustee (not to be unreasonably withheld or delayed, and provided that the Lenders will not be entitled to withhold consent to a replacement lease if the reasons for the refusal are primarily related to the general policy of a Lender (i) to reduce its overall aircraft finance portfolio or (ii) to focus on other geographic regions than the region of the proposed subsequent operator).

Security

Each Loan will be secured by security created under the following security documents (the “**Loan Security Documents**”):

Mortgage

A first priority mortgage over each Asset executed by the Lessor in favour of the Loan Security Trustee.

Account Security Agreements

A first priority security agreement over the Lease Accounts (as defined below) executed by the Borrower in favour of the Loan Security Trustee.

Lessor Security Document

A first priority security assignment (or security agreement(s)) to be executed by the Lessor in favour of the Loan Security Trustee in relation to all of its rights, title and interest in and to all insurances in respect of the each Asset, each Lease, any letters of credit provided in lieu of security deposit, any total care step-in agreements, any requisition compensation for each Asset, the warranties for each Asset, any management and remarketing agreement, any sublease, and any sale proceeds in respect of each Asset.

Borrower Security Documents

First priority security agreements are to be executed by the Borrower in favour of the Loan Security Trustee in relation to all of its rights, title and interest in and to the relevant Trust Agreement and all of its rights, title and interest in and to all insurances in respect of each Asset.

Company Security Documents

A charge over the shares of the Lessor and a security interest over the shares of the Borrowers held by the Company, granted in favour of the Loan Security Trustee. A security assignment of rights under the Asset Management Agreement.

Undertakings

Pursuant to the Loan Agreement the Borrower will be required to give a number of undertakings to the Loan Finance Parties, including but not limited to undertakings:

- (a) to maintain its existence duly organised and validly existing under the laws of its jurisdiction of incorporation and to comply with all Applicable Law, not to alter (and procure that no Obligor alters) its corporate structure;

- (b) to notify the Loan Finance Parties of the occurrence of any Loan Event of Default, the occurrence of a mandatory prepayment event and the occurrence of a Lease event of default, the creation of any security over the relevant Asset and any material litigation against any Obligor;
- (c) to comply with its obligations under the Loan Transaction Documents;
- (d) not to take any action which has or will have the effect of prejudicing any Obligor's interests in the relevant Asset or the Loan Finance Parties' interests in the Assets secured by the Loan Security Documents;
- (e) to take such actions as the Loan Agent or the Loan Security Trustee require to reserve the Obligors' interest and title in the relevant Asset and the other assets secured by the Loan Security Documents, and to protect the Loan Finance Parties' security over the relevant Asset;
- (f) not to amend the Loan Transaction Documents without the consent of the Loan Agent or the Loan Security Trustee;
- (g) not to dispose of the relevant Asset or any other asset which is subject to the security created by the Loan Security Documents;
- (h) not to create or permit to exist any security over its assets which are subject to the security created by the Loan Security Documents;
- (i) not to merge or consolidate with any other person or sell substantially all of its assets to any person;
- (j) to take such actions as are available to it under the terms of the Loan Transaction Documents to monitor and enforce the terms of the relevant Lease (provided that the Lessor will not be obliged to terminate the Lease if the Lessor does not believe that this is the best course of action);
- (k) if the relevant Lease is terminated for any reason, to act in accordance with the Loan Security Trustee's instructions, which may include to ground the relevant Asset and operate and maintain the Asset in accordance with other instructions from the Loan Security Trustee;
- (l) not to change the State of Registration of the relevant Asset without the Loan Security Trustee's consent;
- (m) not to lease (or permit the sub-lease of) the relevant Asset or any Engine or other part of the Asset except in accordance with the terms of the Lease and Loan Agreement (provided that any replacement lease is subject to the consent of the Lenders, which consent is not to be unreasonably withheld or delayed);
- (n) if the relevant Lease is terminated, to endeavour to sell or lease the relevant Asset, but if leased, the Asset may only be leased to a lessee on terms reasonably acceptable to the Loan Security Trustee; provided that the Lenders will not be entitled to withhold consent to a replacement lease if the reasons for the refusal are primarily related to the general policy of a Lender (i) to reduce its overall aircraft finance portfolio or (ii) to focus on other geographic regions than the region of the proposed subsequent operator; and if the Asset is to be sold, the net sale proceeds must be sufficient to repay all amounts outstanding under the Loan Agreement;
- (o) to deliver all material notices and other documents received from Norwegian, DS Aviation or any manufacturer of the Assets to the Loan Agent and the Loan Security Trustee;
- (p) not to give its consent or otherwise in respect of any material request made under the Loan Transaction Documents (including the waiver of any Lessor Termination Event under the relevant Lease), or issue any notice of termination under the Lease, without the approval of the Loan Security Trustee;
- (q) not to engage in any other business except as contemplated in the Loan Transaction Documents;

- (r) not to enter into any contract or agreement or incur any liability except as contemplated by the Loan Transaction Documents and the transactions contemplated thereby;
- (s) to provide the Loan Agent and the Loan Security Trustee with all information reasonably requested in the context of the transactions contemplated by the Loan Transaction Documents;
- (t) to deliver its and the Company's audited financial statements within 180 days of the end of each financial year (as well as any financial statements and other documents delivered to the Lessor by Norwegian under the Lease);
- (u) to execute or procure that the Lessor executes a replacement mortgage in respect of the Asset if the Loan Security Trustee believes that the existing aircraft mortgage in relation to the Asset is in any way ineffective or inadequate; and
- (v) not to enter into any currency exchange, interest rate exchange, interest rate fixing or any other hedging arrangements in relation to all or part of the Loan with anyone other than Norddeutsche Landesbank Girozentrale as hedging provider under the Loan Documents.

Tax Gross Up and Indemnity

The Borrower will be required to make all payments to the Loan Finance Parties free and clear of and without deduction or withholding for taxes. If a payment is required by law to be subject to a withholding or deduction, the Borrower will be required to gross-up such payment to ensure that the net sum received by the Loan Lenders is the sum it should have received had the withholding or deduction not been made. It is also expected that the Company will be required to indemnify the Loan Lenders in respect of any tax liabilities which they may incur as a result of making the Loan to the Borrower besides tax on income.

Application of Proceeds in respect of the Assets

The Loans will be cross-collateralised.

All:

- (a) net sale proceeds from the sale of an Asset;
- (b) Total Loss insurance proceeds;
- (c) other insurance proceeds;
- (d) proceeds of any warranty claims against the manufacturers of the Asset;
- (e) Lease Rentals;
- (f) security deposit;
- (g) any maintenance reserves;
- (h) compensation arising from the requisition of the Asset; and
- (i) any other amounts received under a Loan Transaction Document; (together, "**Aircraft Proceeds**")

will be required to be paid into designated bank accounts maintained by Borrower in relation to the relevant Asset with the Loan Security Trustee (the "**Lease Accounts**").

Application of Proceeds before a Loan Event of Default

While no Loan Event of Default has occurred and is continuing, all Aircraft Proceeds (other than those set out in (a)-(d) and, if the Borrower is obliged to return the security deposit and maintenance reserves to the Lessee pursuant to the Lease, other than (f) and (g) of the definition of Aircraft Proceeds above) will be required to be applied in the following order in respect of the relevant Loan Agreement:

- (i) payment of all interest (including default interest) then due and payable under the Loan Agreement (provided that unless the hedging agreement has been terminated, payment will be made to Norddeutsche Landesbank Girozentrale as hedging provider, and the hedging provider will make payment of the corresponding floating interest amount scheduled to be payable under the Loan Agreement);
- (ii) payment of all principal then due and payable under the Loan Agreement;
- (iii) payment to the Loan Lenders for all amounts then due and payable in respect of broken funding costs;
- (iv) payment of all other amounts then due and payable to the Loan Lenders under the Loan Agreement;
- (v) payment of any fees due but unpaid;
- (vi) payment of all amounts then due and payable to Norddeutsche Landesbank Girozentrale as hedging provider under the hedging agreement;
- (vii) payment of all other amounts then due and payable to the Loan Finance Parties under the Loan Transaction Documents; and
- (viii) any surplus may be paid in accordance with the directions of the Borrower.

Application of Proceeds after a Loan Event of Default

While a Loan Event of Default has occurred and is continuing, all Aircraft Proceeds in respect of the relevant Asset (other than those set out in (a)-(c) and, if the Borrower is obliged to return the security deposit and maintenance reserves to the Lessee pursuant to the Lease, other than (f) and (g) of the definition of Aircraft Proceeds above) will be required to be applied in the following order in respect of the Loan Agreement:

- (i) payment of expenses incurred in connection with the assets secured by the Loan Security Documents;
- (ii) payment of all interest (including default interest) then due and payable under the Loan Agreement (provided that unless the hedging agreement has been terminated, payment will be made to Norddeutsche Landesbank Girozentrale as hedging provider, and the hedging provider will make payment of the corresponding floating interest amount scheduled to be payable under the Loan Agreement);
- (iii) payment of all principal then due and payable under the Loan Agreement;
- (iv) payment to the Loan Lenders for all amounts then due and payable in respect of broken funding costs;
- (v) payment of all other amounts then due and payable to the Loan Lenders under the Loan Agreement;
- (vi) payment of any fees due but unpaid;
- (vi) payment of all amounts then due and payable to Norddeutsche Landesbank Girozentrale as hedging provider under the relevant hedging agreement;
- (ix) payment of all amounts then due and payable to the Loan Finance Parties under the other Loan Agreement and the other Loan Transaction Documents; and
- (x) any surplus may be paid in accordance with the directions of the Borrower.

Application of net sale proceeds, insurance proceeds and other surplus proceeds

Whether before or after the occurrence of a Loan Event of Default, the Aircraft Proceeds in respect of each Asset set out in (a) and (b) of the definition of Aircraft Proceeds above and any surplus Aircraft Proceeds

relating to the other Asset will be required to be applied in the following order in respect of the Loan Agreement:

- (i) payment of expenses incurred in connection with (i) the assets secured by the Loan Security Documents, (ii) the sale or disposal of the Asset or (iii) a Total Loss;
- (ii) payment of all interest (including default interest) then due and payable under the Loan Agreement;
- (iii) payment of all principal then due and payable under the Loan Agreement;
- (iv) payment to the Loan Lenders for all amounts then due and payable in respect of broken funding costs;
- (v) payment of all other amounts then due and payable to the Loan Lenders under the Loan Agreement;
- (vi) payment of any fees due but unpaid;
- (vii) payment of all amounts then due and payable to Norddeutsche Landesbank Girozentrale as hedging provider under the relevant hedging agreement;
- (viii) payment of all other amounts then due and payable to the Loan Finance Parties under the Loan Transaction Documents;
- (ix) (only if a Loan Event of Default has occurred and the Loan Agent makes a demand for prepayment) a prepayment of an amount of the Loan up to the amount of any surplus Aircraft Proceeds available from a sale of the other Asset;
- (x) payment of all amounts then due and payable to the Loan Finance Parties under the other Loan Agreement and the other Loan Transaction Documents relating to the other Asset, to be applied on the same basis as paragraphs (i) to (ix) above; and
- (ix) any surplus may be paid in accordance with the directions of the Borrower.

Application of warranty proceeds

Proceeds in respect of each Asset set out in (d) of the definition of Aircraft Proceeds will be paid to the Lessee unless a Lease event of default has occurred and is continuing, whereafter all warranty proceeds will be paid to the Loan Security Trustee for application pursuant to the section above headed "*Application of Proceeds after a Loan Event of Default*".

Application of insurance proceeds (other than Total Loss insurance proceeds)

Proceeds in respect of each Asset set out in (c) of the definition of Aircraft Proceeds above will be required to be applied as follows:

- (i) if the insurance proceeds relate to property damage or loss in excess of US\$750,000, such proceeds are to be paid to the Lessor pursuant to the Lease;
- (ii) if the insurance proceeds relate to property damage or loss below US\$750,000, such proceeds may be paid by the insurers to Norwegian, to be applied in making good all damage or loss in respect of which such insurance proceeds have been paid pursuant to the Lease; or
- (iii) if the insurance proceeds relate to third party liability, such insurance proceeds will be paid directly in satisfaction of the relevant liability.

Following termination of the Lease, insurance proceeds set out in (c) of the definition of Aircraft Proceeds will be applied in accordance with the section above headed "*Application of net sale proceeds, insurance proceeds and other surplus proceeds*" above (unless otherwise agreed in writing between the Borrower and the Loan Security Trustee).

Use of Aircraft Proceeds by the Borrower

Provided that no Loan Event of Default has occurred and is continuing, the Borrower will be entitled to make withdrawals from the Lease Accounts of amounts of Lease Rentals, security deposit and maintenance reserves proceeds to meet certain approved payment obligations such as fund-related costs, fund administration costs, advisors' expenses and other costs and expenses necessary to enable a fund manager to operate the Group as contemplated in this prospectus, including to fund the payment of dividends to the Company's shareholders. The Borrower will only be able to make such withdrawals provided that all other amounts payable to the recipients with priority as set out above have been paid.

Limited recourse

The Loan Finance Parties' recourse to the Obligors in relation to the Obligor's obligations under the Loan Transaction Documents will be limited to the recovery of amounts paid to or recovered by the Obligors under the Loan Transaction Documents or as a result of the enforcement of the Loan Transaction Documents, including the enforcement of the security created by the Loan Security Documents. This will not apply if any Loan Finance Party incurs a loss as a result of the relevant Obligor's gross negligence or wilful misconduct or a material misrepresentation by the relevant Obligor.

Fees

The Borrower will be required to pay fees to the Loan Lenders in accordance with the terms of separate fee letters.

Conditions precedent

In addition to the conditions precedent specified in the Lease, the availability of the Loan will be contingent upon (among other things) the delivery of the executed Loan Transaction Documents each relating to the relevant Asset as well as documentation evidencing the Lessor's title to the Asset, the certificates of airworthiness of the relevant Asset from the Irish Aviation Authority and the Federal Aviation Authority, insurance in respect of the Asset and the Company's, the Lessor's and the Borrower's authorisations to enter into the Loan Transaction Documents.

Governing law and jurisdiction

The Loan Agreements will be governed by English law and any disputes will be subject to the jurisdiction of the English courts.

PART IX

ASSUMPTIONS AND SENSITIVITIES

Assumptions

The statements in this prospectus relating to targeted net IRR in the paragraph “*Distribution policy*” in Part I of this prospectus and targeted distributions in the paragraph “*Income distributions*” in Part I of this prospectus with regard to target net IRR and target dividends (in each case made on page 36) are made on the basis of defined assumptions (“**Assumptions**”). The Assumptions do not relate to the working capital of the Group and the statements in paragraph 12 of Part X of this prospectus should not be regarded as having been based on, or as being contingent on, the Assumptions. The most material of the Assumptions are as follows:

- (a) the Group pays US\$1,520,600 monthly in capital repayments and interest payments in aggregate in respect of the two Loans;
- (b) each of the Loans is fully amortised at the end of the life of the respective Leases;
- (c) the Group receives monthly lease payments of US\$2,486,121 from the Lessee in aggregate in respect of the Assets in full and in a timely fashion for the entire duration of the scheduled term of each Lease;
- (d) the Company pays a dividend of 2.25 cents in January, April, July and October of every year, from January 2014 to July 2025 (inclusive), and a dividend of 0.75465 cents in August 2025;
- (e) the Assets are sold at the end of the scheduled term of their respective Leases for US\$79.721 million each; and
- (f) the annual running costs of the Group are US\$1.08 million, inflating annually at a rate of 2.5 per cent.

Sensitivities

For illustrative purposes, the following tables demonstrate the sensitivity of the modelled cash return on initial investment, based upon the Assumptions listed above, in circumstances in which the price at which the Assets are each sold or (as the case may be) the annual cost to the Company of the Loans is varied.

<i>Sale Price per Asset</i>	<i>Dividend return (%)</i>	<i>Residual return (%)</i>	<i>Cash return on initial investment (%)</i>
US\$71.74 (Full-life assumption -10%)	106.5	125.4	231.9
US\$79.72 (Full-life assumption)	106.5	139.3	245.8
US\$87.69 (Full-life assumption +10%)	106.5	152.4	258.9
<i>Loan Cost (%)</i>	<i>Dividend return (%)</i>	<i>Residual return (%)</i>	<i>Cash return on initial investment (%)</i>
4.9	106.5	142.8	249.3
5.0	106.5	141.7	248.2
5.1	106.5	141.3	247.8
5.2	106.5	140.2	246.7
5.3	106.5	139.1	245.6

PART X

ADDITIONAL INFORMATION ON THE COMPANY, THE BORROWERS AND THE LESSOR

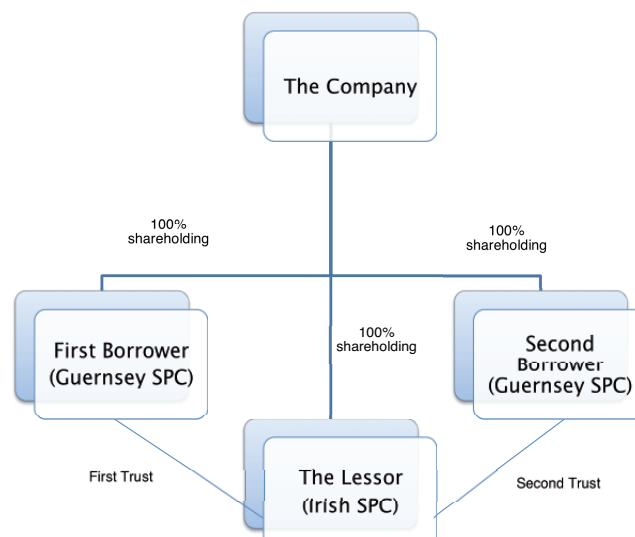
1. Responsibility statement

- 1.1 The Company and the Directors, whose names appear on page 32 of this prospectus, accept responsibility for the information contained in this prospectus. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Incorporation and administration

- 2.1 The Company was incorporated as a limited liability company in Guernsey under the Companies Laws on 5 July 2013 with registered number 56941. The Company is not registered or authorised as a collective investment scheme by the GFSC and therefore it does not need to comply with the Guernsey corporate governance regimes applicable to those schemes. The registered office and principal place of business of the Company is 1 Le Truchot, St. Peter Port, Guernsey GY1 1WD, Channel Islands, and the telephone number is +44 1481 743 940. The Company operates under the Companies Laws and ordinances and regulations made thereunder.
- 2.2 In relation to the CISX listing and for the purposes for the CISX listing only, the Company has been classified as a Special Purpose Vehicle under Chapter VIII of the CISX Listing Rules. The Company has not been declared by the GFSC to be a collective investment scheme pursuant to the Protection of Investors (Bailiwick of Guernsey) Law 1987.
- 2.3 Changes in the issued share capital of the Company since incorporation are summarised in section 4 below.
- 2.4 The Dublin office of KPMG has been the only auditor of the Company since its incorporation. KPMG is a firm of chartered accountants registered with the Institute of Chartered Accountants in Ireland. The annual report and accounts will be prepared according to IFRS.
- 2.5 Since the date of its incorporation no Group Company has commenced operations and no financial statements have been made up as at the date of this prospectus. Accordingly, there has been no significant change in the trading or financial position of the Group since the date of incorporation. The Group has no employees as at the date of this prospectus.

3. Group Structure



The Company

- 3.1 The Company has three wholly-owned subsidiaries: (i) the First Borrower; (ii) the Second Borrower, each of which is a Guernsey incorporated company limited by shares; and (iii) the Lessor, an Irish incorporated private limited company. The Lessor will acquire legal title to the Assets as trustee for each of the Borrowers. The Borrowers and the Lessor are parties to the Trust Agreements under which each of the Borrowers is beneficiary of the relevant Trust and the Lessor is the trustee.

The Borrowers

- 3.2 The Borrowers were incorporated as limited liability companies in Guernsey under the Companies Laws on 10 July 2013 with registered numbers 56958 and 56959 respectively. Neither of the Borrowers is registered or authorised as a collective investment scheme by the GFSC and therefore it does not need to comply with the Guernsey corporate governance regimes applicable to those schemes. The registered office and principal place of business of each of the Borrowers is 1 Le Truchot, St. Peter Port, Guernsey GY1 1WD, Channel Islands, and the telephone number is +44 1481 743 940 respectively. Each of the Borrowers operates under the Companies Laws and ordinances and regulations made thereunder.
- 3.3 Since their respective incorporations the First Borrower and the Second Borrower has not carried on business or incurred borrowings and no accounts of the Borrowers have been made up. It is expected that the Borrowers will enter into the Loan Agreements before Admission and the Trust Agreements and the Assignments of the Trust Agreements shortly after Admission.
- 3.4 The current auditor of the Borrowers is KPMG.
- 3.5 The directors of each of the Borrowers are the Directors.
- 3.6 The Borrowers have no employees as at the date of this prospectus.
- 3.7 The Company holds the entire issued share capital of the Borrowers, comprising one ordinary share of no par value in each Borrower.

The Lessor

- 3.8 The Lessor was incorporated as a limited liability company in Ireland under the Companies Acts 1963-2012 on 27 June 2013 with registered number 529455. The registered office and principal place of business of the Lessor is The Mews, 10 Pembroke Place, Dublin 2, Ireland, and the telephone number is + 353 (0) 1 662 9332. The Lessor is not regulated by any regulatory authority.
- 3.9 Since its incorporation the Lessor has not carried on business or incurred borrowings and no accounts of the Lessor have been made up. It is expected that the Lessor will enter into the Sale Agreements and the Lease Novations before Admission and the Trust Agreements, the Loan Security Documents (as defined in the paragraph “Security” in Part VIII of this prospectus), the Irish Corporate Services Agreement and the Directors Services Agreement shortly after Admission. The Technical Services Agreement was entered into on 25 July 2013.
- 3.10 The current auditor of the Lessor is KPMG.
- 3.11 The Lessor will be tax resident in Ireland.
- 3.12 The Company holds the entire issued share capital of the Lessor, comprising one ordinary share of US\$1.00 fully paid.

4 Share capital

- 4.1 Subject to the Companies Laws and the Articles, the Company may issue an unlimited number of shares of par value and/or no par value or a combination of both. Notwithstanding this, a maximum number of 113,000,000 Shares will be issued pursuant to the Placing.

- 4.2 As at the date of incorporation and as at the date of this prospectus, the Company's issued share capital comprises one share of no par value issued at a price of US\$1.00. This share was reclassified as a Subordinated Administrative Share on 23 July 2013. Holders of Subordinated Administrative Shares are not entitled to participate in any dividends and other distributions of the Company. On a winding up of the Company the holders of the Subordinated Administrative Shares are entitled to an amount out of the surplus assets available for distribution equal to the amount paid up, or credited as paid up, on such shares after payment of an amount equal to the amount paid up, or credited as paid up, on the Shares to the Shareholders. Holders of Subordinated Administrative Shares shall not have the right to receive notice of and no right to attend, speak and vote at general meetings of the Company except if there are no Shares in existence.
- 4.3 Without prejudice to the provisions of the Companies Laws and without prejudice to any rights attached to any existing shares or class of shares, or the provisions of the Articles, any share may be issued with such preferred, deferred or other rights or restrictions, as the Company may by ordinary resolution direct or, subject to or in default of any such direction, as the directors may determine. In particular, the Articles of Incorporation provide for rights attaching to C Shares.
- 4.4 The Directors are entitled to issue and allot Shares as well as C Shares immediately following the Placing for cash or otherwise on a non pre-emptive basis.
- 4.5 Subject to the exceptions set out in Part III of this prospectus, Shares are freely transferable and Shareholders are entitled to participate (in accordance with the rights specified in the Articles of Incorporation) in the assets of the Company attributable to their Shares in a winding up of the Company.
- 4.6 Save as disclosed in this paragraph 4, since the date of its incorporation, no share or loan capital of the Company has been issued or agreed to be issued, or is now proposed to be issued, either for cash or any other consideration and no commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any such capital. No share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option.
- 4.7 All of the Shares will be in registered form and eligible for settlement in CREST. Temporary documents of title will not be issued.

5. Directors' and other interests

- 5.1 There are no interests of any Director, including any connected person, the existence of which is known to, or could with reasonable diligence be ascertained by, such Director whether or not held through another party, in the share capital of the Company, together with any options in respect of such capital immediately following the Placing.
- 5.2 As at the date hereof, so far as is known to the Company, no person will, immediately following Admission, be directly or indirectly interested in 5 per cent. or more of the Company's capital and the only person with an interest in the Company's capital or voting rights is DS Aviation which is indirectly wholly-owned by JS Holding. DS Aviation currently owns the entire issued share capital of the Company comprising one Subordinated Administrative Share. Accordingly, DS Aviation currently controls the Company and there are no arrangements known to the Company the operation of which may subsequently result in a change of control of the Company.
- 5.3 Depending upon the level of third party participation in the Placing, Dr. Peters (or entities within the same group as Dr. Peters) may apply for Shares in the Placing. Such application would not exceed 10 per cent. of the Shares to be issued pursuant to the Placing.
- 5.4 As at the date of this prospectus, the Directors intend to subscribe for, in aggregate 22,500 Shares in the Placing.

Directors' remuneration and benefits

The Company

- 5.5 Each of the Directors will be entitled to receive a fee of £20,000 per annum from the Company in respect of their position as a director of the Company, save for the Chairman who will be entitled to receive a fee of £25,000 per annum, in each case from the date of their appointment as a director to the Company, plus £5,000 per annum for acting as director in relation to each of the Borrowers. No commissions or performance related payments will be made to the Directors by the Company. The aggregate remuneration and benefits in kind of the Directors in respect of the twelve month period ending on 31 December 2014 which will be payable out of the assets of the Company are not expected to exceed £120,000.
- 5.6 No Director has a service contract with the Company, nor are any such contracts proposed. The Directors were appointed as non-executive directors from 9 July 2013. Each Director has a letter of appointment that states that their appointment and any subsequent termination or retirement shall be in accordance with and subject to the Articles. The Directors' letters of appointment provide that, upon the termination of a Director's appointment, that Director must resign in writing and all records remain the property of the Company. The Director's appointment can be terminated on 3 months' notice or otherwise in accordance with the Articles or the Companies Laws. The Directors' letters of appointment provide that the Director's appointment shall be terminated immediately without notice (or payment in lieu of notice) if: (i) he is not reappointed where appropriate by a resolution of Shareholders; (ii) he is removed by a resolution of Shareholders; and (iii) he resigns or otherwise ceases to be a director in accordance with the Articles.
- 5.7 No loan has been granted to, nor any guarantee provided for the benefit of, any Director by the Company.
- 5.8 There are no potential conflicts of interest between the duties the Directors of the Company or any committee therein owed to the Company and their private interests or other duties.
- 5.9 In addition to their directorships of the Company and the Borrowers, the Directors hold or have held the directorships and are or were members of the partnerships, as listed in the table below, over or within the past five years. Details of the directorships that are held and have been held in the past five years by any Director will also be made available to any subscriber or potential subscriber at the registered office of the Company.

<i>Name</i>	<i>Current directorships/partnership</i>	<i>Past directorships/partnership</i>
Jonathan Bridel	AnaCap Credit Opportunities GP II Limited and AnaCap Credit Opportunities II Limited	Royal Bank of Canada Investment Management (Guernsey) Limited (became RBC Investment Solutions (CI) Limited on 1 July 2008)
	Altus Global Gold Limited	RBC Offshore Fund Managers Limited
	Alcentra European Floating Rate Income Fund Limited	RBC Fund Services (Jersey) Limited
	BWE GP Limited	RBC Investment Services Limited
	Starwood European Real Estate Finance Limited and Starfin Public GP Limited	RBC Regent Fund Managers Limited
	Aurora Russia Limited	FTSE UK Commercial Property Index Fund Limited (voluntarily struck off)
	The Renewables Infrastructure Group Limited	GLF (GP) Limited (in voluntary liquidation)
	Palio Capital Management Guernsey Limited and Palio Capital Founding Partners Limited	Rhodium Stone PCC Limited (voluntarily struck off)
		Perpetual Global Limited

<i>Name</i>	<i>Current directorships/partnership</i>	<i>Past directorships/partnership</i>
Jonathan Bridel (cont)		Impax Renewable Power Infrastructure Limited MGI (Guernsey) Limited
Didier Benaroya	Numera Limited Numera Services Limited	
Jeremy Thompson	Golden Gate Ltd International Oil & Gas Technology Fund Ltd Celtic Pharma Holdings GP Limited Celtic Pharma Holdings GP III Limited Strategic Investment Portfolio GP Limited Voice Commerce Group Ltd Voice Commerce Group Ltd Clifford Estate Co. Ltd Clifford Estate (Chattels) Ltd CPH II LP Limited DBG Management GP (Guernsey) Ltd GN3 SIP GP Limited WDCRK SIP GP Limited	Novator Credit Management Ltd (members voluntary liquidation) Novator Credit Luxembourg SARL Novator INTL Holdings Ltd Novator Telecom Bulgaria Ltd Carrera Global Investments Ltd Novator Telecom Sweden Ltd Novator Telecom Ltd Novator Telecom Ltd Novator Pharma Holdings Ltd Novator Asset Management Ltd Lambris (did not trade) Novator Finland OY Advent BTC Holdings Ltd Advent BTC UK Ltd (members voluntary liquidation) Viva Ventures Holding Ltd BTC Telecom (Overseas) Ltd Novator Guernsey Services Ltd (members voluntary liquidation, did not trade) Cybele Associated Ltd (did not trade) Bulgarian Telecommunications Company AD Samson Global Holdings SARL Novator Telecom Poland II SARL Novator Telecom Poland SARL Novator Finland SARL Novator Telecom Bulgaria SARL Novator Cayman Limited P4 Sp. z.o.o. Hermes Absolute Return Fund (Guernsey) Ltd (members voluntary liquidation)

<i>Name</i>	<i>Current directorships/partnership</i>	<i>Past directorships/partnership</i>
Jeremy Thompson (cont)	Hermes Commodities Umbrella Fund (transferred to the Irish Stock Exchange in March 2011)	Indian Motor Cycles Ltd Climate Change Capital Wind Energy Fund Ltd (did not trade. Fund not launched) Novator Guernsey Ltd (members voluntary liquidation)

5.10 At the date of this prospectus:

- (a) none of the Directors has any convictions in relation to fraudulent offences for at least the previous five years;
- (b) none of the Directors was a director of a company, a member of an administrative, management or supervisory body or a senior manager of a company within the previous five years which has entered into any bankruptcy, receivership or liquidation proceedings;
- (c) none of the Directors has been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) or has been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years; and
- (d) none of the Directors is aware of any contract or arrangement subsisting in which they are materially interested and which is significant to the business of the Company which is not otherwise disclosed in this prospectus.

5.11 The Company will maintain directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

5.12 The Company is not aware of any person who directly or indirectly, jointly or severally, exercises or, immediately following the Placing, could exercise control over the Company.

The Borrowers

5.13 The Directors will also act as directors of the Borrowers and will receive an additional fee of £5,000 per annum for performing this role for each Borrower.

5.14 No loan has been granted to, nor any guarantee provided for the benefit of, any Director by the Borrowers.

5.15 There are no potential conflicts of interest between the duties the Directors of the Borrowers or any committee therein owed to the Borrowers and their private interests or other duties.

The Lessor

5.16 The Lessor Directors are Justin Walsh and Aileen McElroy, who are employees of Marching Star Limited (trading as O'Donovan Stewart Corporate Services) and Didier Benaroya who is also a director of the Company. As such there is a potential conflict of interest between the Lessor Directors' duties to the Lessor and their duties to O'Donovan Stewart Corporate Services and the Company, respectively.

5.17 No loan has been granted to, nor any guarantee provided for the benefit of, any Lessor Director by the Lessor.

5.18 Save for a fee of €6,000 to Marching Star Limited, Justin Walsh and Aileen McElroy will not receive a fee from any member of the Group for acting as Lessor Directors. Didier Benaroya will receive a sum of £10,000, in addition to his remuneration as a Director of the Company.

5.19 In addition to their directorships of the Lessor, the Lessor Directors hold or have held the directorships and are or were members of the partnerships, as listed in the table below, over or within the past five years. Details of the directorships that are held and have been held in the past five years by any Lessor Director will also be made available to any subscriber or potential subscriber at the registered offices of the Lessor.

<i>Name</i>	<i>Current directorships/partnership</i>	<i>Past directorships/partnership</i>
Justin Walsh	ACS Aero Management Limited	Decalc Limited
	ACS C-E Limited	Engenos Business Consultants Limited
	Astona (Ireland) Limited	Platinum Leasing Limited
	DP Aircraft Ireland Limited	Redknight Holdings Limited
	Edwards Vacuum Technology Ireland Limited	Tayara Sukuk Limited
	Fortuna Aviation Limited	
	GAIF II Ireland Eight Limited	
	GKL Aircraft Ireland One Limited	
	Granada Insider Holdings Limited	
	Iburg Irl Limited	
	Kensington Mortgages Limited (subsidiary)	
	Lift Ireland Leasing Limited	
	Marching Star Limited	
	Melanajet (Ireland) Limited	
	MerLot Leasing Limited	
	Minerva Airlease One Limited	
	Minerva Airlease Two Limited	
	Minerva Airlease Three Limited	
	O'Donovan Stewart Secretarial Limited	
	PGPC International Limited	
	Rockjet (Ireland) Limited	
	The Mortgage Lender Limited (subsidiary)	
	TML Financial Solutions Limited	
	Tyche Aviation Limited	
Aileen McElroy	By Kilian Irl Limited	Acorn Investments Limited
	Coral Doonbeg Asset Holdings Limited	Scailex Aviation Ireland Limited
	DNI Ireland Holdings 1 Limited	SG Structured Finance Limited
	DNI Ireland Holdings 2 Limited	Scailex Aviation Ireland Three Limited
	Doonbeg Investment Holding Company Ltd	Pennyside Limited
	– Doonbeg Golf Club	
	– The Lodge At Doonbeg Limited	

<i>Name</i>	<i>Current directorships/partnership</i>	<i>Past directorships/partnership</i>
Aileen McElroy – (cont)	– Doonbeg Property Company Limited – Doonbeg Common Area Management – Links Cottages Area Management Ltd Dorish Limited DP Aircraft Ireland Limited Iburg Irl Limited Luxite Finance IRL Limited Marching Star Limited O'Donovan Stewart Secretarial Limited Particle Media Private Peninsula Aviation Limited Transatlantic Media Limited Triton Aviation Business Services Limited	

5.20 At the date of this prospectus:

- (a) none of the Lessor Directors has any convictions in relation to fraudulent offences for at least the previous five years;
- (b) none of the Lessor Directors was a director of a company, a member of an administrative, management or supervisory body or a senior manager of a company within the previous five years which has entered into any bankruptcy, receivership or liquidation proceedings;
- (c) none of the Lessor Directors has been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies[^] or has been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years; and
- (d) none of the Lessor Directors is aware of any contract or arrangement subsisting in which they are materially interested and which is significant to the business of the Lessor which is not otherwise disclosed in this prospectus.

6. Taxation

General

The information below, which relates only to Guernsey and United Kingdom taxation, summarises the advice received by the Board and is applicable to the Company and to persons who are resident or ordinarily resident in Guernsey or the United Kingdom for taxation purposes and who hold Shares as an investment. It is based on current Guernsey and United Kingdom revenue law and published practice, respectively, which law or practice is, in principle, subject to any subsequent changes therein (potentially with retrospective effect). Certain Shareholders, such as dealers in securities, collective investment schemes, insurance companies and persons acquiring their Shares in connection with their employment may be taxed differently and are not considered.

If you are in any doubt about your tax position, or if you may be subject to tax in a jurisdiction other than the Guernsey or the United Kingdom, you should consult your professional adviser.

Guernsey

- (a) The Company, the First Borrower and the Second Borrower (the “**Guernsey Companies**”)
The Guernsey Companies are subject to income tax at the company standard rate, which is currently zero per cent. However, tax at rates greater than zero per cent will be payable on any income received

by the Guernsey Companies from the ownership of lands and buildings in Guernsey or from certain regulated activities. It is not intended that the Guernsey Companies make any such investments or engage in any of the regulated activities in question.

The Guernsey Companies may in the future consider applying for exempt company status under the Income Tax (Exempt Bodies) (Guernsey) Ordinance 1989 (as amended).

(b) Shareholders

Shareholders of the Company, whether corporates or individuals, who are not resident in Guernsey for tax purposes, will not be subject to Guernsey income tax and will receive dividends without deduction for Guernsey income tax. Individual shareholders who are resident in Guernsey for tax purposes will be subject to tax at the individual standard rate of 20 per cent upon dividends.

(c) Capital Taxes and Stamp Duty

Guernsey does not currently levy taxes on capital gains nor does it levy any gift or inheritance tax, although ad valorem fees are payable in respect of the grant of probate or letters of administration by the relevant authority in Guernsey.

No stamp duty is chargeable in Guernsey on the issue, transfer, conversion or redemption of Shares in the Company.

(d) EU Savings Tax Directive

Guernsey is not a member state of the European Union, but in common with certain other jurisdictions has entered into bilateral agreements with EU member states in respect of the taxation of savings income. Paying agents in Guernsey will automatically report to the Director of Income Tax any payment made to individuals who are resident in those states, if the payment falls within the European Union directive regarding the taxation of savings income (the "EU Savings Directive") as applied in Guernsey. Interest payments may include distributions from the proceeds of shares or units in certain collective investment schemes which are, or are equivalent to, UCITS. However, guidance notes issued by the States of Guernsey indicate that the Company should not be regarded as, or as equivalent to, a UCITS. Accordingly, payments made to Shareholders will not be subject to reporting as matters currently stand. The EU Savings Directive is currently under review and a number of changes have been proposed which, if agreed, will widen its scope. These changes could lead to the Company being required to report payments made by it to Shareholders.

United Kingdom

The following paragraphs are intended only as a general guide and are based on current legislation and HM Revenue & Customs ("HMRC") published practice, which is subject to change at any time (possibly with retrospective effect). They are of a general nature and do not constitute tax advice and apply only to Shareholders who are resident in the UK, who are the absolute beneficial owners of their Shares and who hold their Shares as an investment. They do not address the position of certain classes of Shareholders such as dealers in securities, insurance companies or collective investment schemes.

(a) The Guernsey Companies and the Lessor

The Directors intend that the Guernsey Companies will be managed and controlled in such a way that they should not be resident in the United Kingdom for United Kingdom tax purposes. Accordingly, and provided that none of them carry on a trade in the United Kingdom (whether or not through a branch, agency or permanent establishment situated there), the Guernsey Companies will not be subject to United Kingdom income tax or corporation tax other than on any United Kingdom source income. Certain interest and other income received by the Company, the First Borrower or the Second Borrower which has a UK source may be subject to withholding taxes in the UK.

(b) Shareholders

Disposal of Shares

The Directors have been advised that the Company should not be an offshore fund for the purposes of UK taxation and the provisions of Part 8 of the Taxation (International and Other Provisions) Act

2010 should not apply. Accordingly, Shareholders (other than those holding Shares as dealing stock, who are subject to separate rules) who are resident or ordinarily resident in the United Kingdom, or who carry on business in the United Kingdom through a branch, agency or permanent establishment with which their investment in the Company is connected, may, depending on their circumstances and subject as mentioned below, be liable to United Kingdom tax on chargeable gains realised on the disposal of their Shares (which will include any liquidation of the Company).

For individual Shareholders a flat rate of tax at 18 per cent. (for basic rate taxpayers) or at 28 per cent. (for higher and additional rate taxpayers) will be payable on any gain. Individuals may benefit from certain reliefs and allowances (including a personal annual exemption allowance, which presently exempts the first £10,900 (applicable for the tax year 2013/2014) of gains from tax depending on their circumstances. Shareholders which are bodies corporate resident in the United Kingdom for taxation purposes will benefit from indexation allowance which, in general terms, increases the chargeable gains tax base cost of an asset in accordance with the rise in the retail prices index.

Shareholders who are individuals and who are temporarily non-resident in the UK may, under anti-avoidance legislation, still be liable to UK tax on any capital gain realised (subject to any available exemption or relief).

Dividends

Individual Shareholders resident in the United Kingdom for tax purposes will be liable to UK income tax in respect of dividend or other income distributions of the Company. UK resident or ordinarily resident individual Shareholders who are additional rate taxpayers will be liable to income tax at 37.5 per cent., higher rate taxpayers will be liable to income tax at 32.5 per cent. and other individual taxpayers will be liable to income tax at 10 per cent.. An individual Shareholder resident in the UK for tax purposes and in receipt of a dividend from the Company will, provided they own (together with connected persons) less than 10 per cent. of the Company, be entitled to claim a non-repayable dividend tax credit equal to one-ninth of the dividend received.

The effect of the dividend tax credit would be to extinguish any further tax liability for eligible basic rate taxpayers. A higher rate taxpayer will have to account for additional tax equal to 22.5 per cent. of the gross dividend (which also equals 25 per cent. of the net dividend received) and an additional rate taxpayer will have to account for additional tax equal to 27.5 per cent. of the gross dividend (which also equals 30.56 per cent. of the net dividend received).

Shareholders who are bodies corporate resident in the United Kingdom for tax purposes may be able to rely on the UK corporation tax provisions which exempt certain classes of dividends set out in Part 9A of the Corporation Tax Act 2009. It is likely that dividends will fall within one of such exempt classes but Shareholders within the charge to UK corporation tax are advised to consult their independent professional tax advisers to determine whether dividends received will be subject to UK corporation tax.

Stamp duty and Stamp Duty Reserve Tax ("SDRT")

The following comments are intended as a guide to the general UK stamp duty and SDRT position and do not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services to whom special rules apply.

No UK stamp duty or SDRT will be payable on the issue of the Shares.

UK stamp duty (at the rate of 0.5 per cent., rounded up where necessary to the next £5, of the amount of the value of the consideration for the transfer) is payable on any instrument of transfer of Shares executed within, or in certain cases brought into, the UK.

Provided that Shares are not registered in any register of the Company kept in the UK and are not paired with shares issued by a UK company, any agreement to transfer Shares should not be subject to SDRT. The Company does not intend to maintain a share register in the UK.

ISAs

Shares acquired pursuant to the Placing will not be eligible for inclusion in a stocks and shares ISA. On admission to the CISX, Shares acquired by purchase in the market should be eligible for inclusion in a stocks and shares ISA, subject to applicable subscription limits.

Other United Kingdom Tax Considerations

The attention of companies resident in the UK is drawn to the controlled foreign companies legislation contained in Part 9A of the Taxation (International and Other Provisions) Act 2010. Broadly, a charge may arise to UK tax resident companies if the Company is controlled directly or indirectly by persons who are resident in the UK, it has profits which are attributable to its significant people functions and one of the exemptions does not apply.

Individuals ordinarily resident in the United Kingdom should note that Chapter II of Part XVIII of the Income Tax Act 2007, which contains provisions for preventing avoidance of income tax by transactions resulting in the transfer of income to persons (including companies) abroad, may render them liable to taxation in respect of any undistributed income and profits of the Company.

The attention of Shareholders resident or ordinarily resident in the United Kingdom is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains Act 1992 (as amended by the Finance Act 2013) under which, in certain circumstances, a portion of capital gains made by the Company can be attributed to a Shareholder who holds, alone or together with associated persons, more than 25 per cent. of the Shares. This applies if the Company is a close company for the purposes of UK taxation. It is not anticipated that the Company would be regarded as a close company if it were resident in the UK although this cannot be guaranteed.

If any Shareholder is in doubt as to his taxation position, he is strongly recommended to consult an independent professional adviser without delay.

7. Memorandum and Articles of Incorporation

7.1 Under the memorandum of incorporation of the Company the objects of the Company are unrestricted. The memorandum of incorporation is available for inspection at the addresses specified in paragraph 15 of this Part X of this prospectus.

7.2 The following is a brief summary of the certain provisions of the Articles of the Company:

The following definitions apply for the purposes of this paragraph only:

“articles” means the articles of incorporation of the Company as amended from time to time;

“Auditors” means the auditors from time to time of the Company;

“Calculation Time” means the earliest of:

- (a) the close of business on the NAV Calculation Date on or immediately prior to the day on which at least 85 per cent. of the Net Proceeds (or such other percentage as the directors shall determine as part of the terms of issue of any tranche of C Shares or otherwise and for these purposes where more than one tranche of C Shares has been issued on the same date the directors may aggregate the Net Proceeds for each tranche in determining the percentage which has been invested or committed to be invested) have been invested or committed to be invested in accordance with the Company's investment policy;
- (b) the close of business on the business day immediately before the day on which Force Majeure Circumstances have arisen or the directors resolve that they are in contemplation; and
- (c) the close of business on such other date as the directors may determine at the date of issue of that tranche of C Shares;

“CFTC” means the United States Commodity Futures Trading Commission;

“CISX” means Channel Islands Stock Exchange, LBG;

“Commodity Exchange Act” means the United States Commodity Exchange Act or any substantially equivalent successor legislation;

“Company” means DP Aircraft I Limited;

“Conversion” means in relation to any tranche of C Shares, the conversion (and where relevant, subdivision and/or consolidation and/or a combination of both or otherwise as appropriate) of that tranche of C Shares into new Ordinary Preference Shares on the basis set out in the articles;

“Conversion Ratio” means the ratio equal to the Net Asset Value per C Share divided by the Net Asset Value per Share calculated in accordance with the articles;

“Conversion Time” means, in relation to any tranche of C Shares, a time following the Calculation Time, at which the admission of the new Ordinary Preference Shares arising from the conversion of C Shares to trading on London Stock Exchange plc becomes effective being the opening of business on such business day as may be selected by the directors and falling not more than thirty business days after the Calculation Time or (in the case of Force Majeure Circumstances having arisen or the directors having resolved that they are in contemplation) such earlier date as the directors may resolve;

“CREST Rules” means rules within the meaning of the relevant CREST Regulations and/or the Financial Services and Markets Act 2000 made by Euroclear as operator of a designated system under or pursuant to Directive 98/26/EC on settlement finality in payment and securities settlement systems;

“CREST UK system” means the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as operator pursuant to the UK Regulations;

“C Share” means a share of no par value in the capital of the Company issued as a C Share carrying the rights and being subject to the restrictions set out in the articles;

“C Share Surplus” means in relation to any tranche of C Shares the net assets of the Company attributable to the C Shares of that tranche (including for the avoidance of doubt, any income and/or revenue (net of expenses) arising from or relating to such assets) less such proportion of the Company’s liabilities as the directors may determine to attribute to the C Shares of that tranche;

“dematerialised instruction” means an instruction sent or received by means of the CREST UK system;

“directors” means the directors of the Company for the time being or, as the case may be, the directors assembled as a board;

“Disclosure Notice” has the meaning set out in sub-paragraph (e)(i) below;

“DTR” means the Disclosure Rules and Transparency Rules, being in force in the United Kingdom, as amended from time to time;

“executed” includes any mode of execution;

“ERISA” means the United States Employee Retirement Income Security Act of 1974, as amended from time to time, and applicable regulations thereunder;

“ERISA Plan” means (a) an employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a plan (as defined in Section 4975(e)(1) of the Code) that is subject to Section 4975 of the Code, including an individual retirement account or a Keogh plan, or (c) an entity whose underlying assets include plan assets by reason of an employee benefit plan or an investment by a plan described in (a) or (b) in such entity;

“Force Majeure Circumstances” means in relation to any tranche of C Shares:

- (a) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the directors, renders Conversion necessary or desirable (and notwithstanding that less than the appropriate percentage of the Net Proceeds of that tranche have been invested or committed to be invested in accordance with the Company's investment policy);
- (b) the issue of any proceedings challenging or seeking to challenge the power of the Company and/or its directors to issue the C Shares of that tranche with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are proposed to be issued; or
- (c) the convening of any general meeting of the Company at which a resolution is to be proposed to wind up the Company,

whichever shall happen earliest;

"Investment Company Act" means the United States Investment Company Act of 1940 as amended or any substantially equivalent successor legislation;

"holder" or **"member"** in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"Issue Date" means in relation to any tranche of C Shares the day on which the Company first receives the Net Proceeds;

"Law" means the Companies (Guernsey) Law, 2008 as amended, extended or replaced and any ordinance, statutory instrument or regulation made thereunder;

"memorandum" means the memorandum of incorporation of the Company in force from time to time;

"NAV Calculation Date" means the last business day of each calendar month or such other date as the directors may, in their discretion, determine;

"Net Asset Value" means the value of the assets of the Company less its liabilities valued in accordance with IFRS or by any other method which the directors may approve or, where the context requires, the part of that amount attributable to a particular class of shares;

"Net Asset Value per C Share" means the Net Asset Value attributable to the relevant C Share class divided by the number of C Shares in issue;

"Net Asset Value per Share" means the Net Asset Value attributable to the relevant Ordinary Preference Share class divided by the number of Ordinary Preference Shares in issue;

"Net Proceeds" means the net cash proceeds of the issue of the C Shares of that tranche (after deduction of all expenses and commissions relating to such issue and payable by the Company);

"office" means the registered office of the Company at any time;

"ordinary resolution" means a resolution of the Company adopted by a simple majority in accordance with the Law;

"Ordinary Preference Share" means an ordinary preference share of no par value in the capital of the Company carrying the rights and obligations set out in the articles;

"Regulations" means The Uncertificated Securities (Enabling Provisions) Guernsey Law, 2005, The Uncertificated Securities Regulations 2001 (SI 2001 No 3755), as amended by the Uncertificated Securities (Amendment) (Eligible Debt Securities) Regulations 2003 (SI 2003 No. 1633), and such other regulations as are applicable to Euroclear and/or the CREST relevant system and are from time to time in force;

“relevant system” means a relevant system as defined in the Regulations;

“secretary” means the secretary of the Company or other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;

“SFM” means the Specialist Fund Market of London Stock Exchange plc;

“share” means a share (whether a C Share, Ordinary Preference Share or Subordinated Administrative Share or otherwise) in the capital of the Company each having the rights and obligations set out in the articles;

“Share Surplus” means the net assets of the Company less the aggregate of all C Share Surpluses;

“special resolution” means a resolution of the Company adopted as a special resolution in accordance with the Law;

“Sponsor” means in relation to a Sponsored Member, the CREST sponsor identified in the CREST Admission Agreement or such other CREST sponsor as has been accepted by Euroclear from time to time as the Sponsored Member’s CREST sponsor (other than a CREST central sponsor) in accordance with the CREST Requirements;

“uncertificated” means a unit of a Guernsey security title to which is recorded on the relevant register of securities as being held in uncertificated form and title to which may be transferred by means of the CREST UK system; and **“certificated”** means a unit of a security which is not an uncertificated unit;

“US Code” means the United States Internal Revenue Code of 1986, as amended; and

“US Person” means a person or entity that is a US Person as defined in Regulation S of the US Exchange Act and that is not a Non-US person as defined under Rule 4.7 of the Commodity Exchange Act.

(a) *Ordinary Preference Shares*

(i) Dividends

Holders of Ordinary Preference Shares are entitled to participate in any dividends and other distributions of the Company other than in relation to assets attributable to any class of C Share.

(ii) Winding up

On a winding up of the Company the holders of Ordinary Preference Shares shall have the rights set out in the articles, as summarised in sub-paragraph (d)(ii) below.

(iii) Voting

Holders of Ordinary Preference Shares shall have the right to receive notice of and to attend, speak and vote at general meetings of the Company and each holder being present in person or by proxy shall upon a show of hands have one vote and upon a poll one vote in respect of every Ordinary Preference Share held by him.

(b) *Subordinated Administrative Shares*

(i) Dividends

Holders of Subordinated Administrative Shares are not entitled to participate in any dividends and other distributions of the Company.

(ii) Winding up

On a winding up of the Company the holders of the Subordinated Administrative Shares shall have the rights set out in the articles, as summarised in sub-paragraph (d)(ii) below.

(iii) Voting

Holders of Subordinated Administrative Shares shall not have the right to receive notice of and no right to attend, speak and vote at general meetings of the Company except if there are no Ordinary Preference Shares in existence.

(c) C Shares

- (i) Subject to the Law, the directors shall be authorised to issue C Shares in tranches denominated in such currency and on such terms as they determine and convertible into such class of shares as the directors determine at the time of issue provided that such terms are consistent with the provisions of the articles. The directors shall, on the issue of each tranche of C Shares, determine the latest Calculation Time and Conversion Time together with any amendments to the definition of Conversion Ratio attributable to each such tranche, provided that such determination shall not prevent the directors from making such further amendments to the definition of Conversion Ratio as they in their absolute discretion see fit to deal with unforeseen or unprovided for circumstances thereafter.
- (ii) Each tranche of C Shares, if in issue at the same time, shall be deemed to be a separate class of shares even where such tranches are to be converted into new Ordinary Preference Shares of the same class. The directors may, if they so decide, designate each tranche of C Shares in such manner as they see fit in order that each tranche of C Shares can be identified.
- (iii) The C Shares shall be issued on terms that each tranche of C Shares shall be redeemable by the Company in accordance with the terms set out in the articles, as summarised in sub-paragraph (c)(iv) below.
- (iv) C Shares of the relevant tranche shall be consolidated and/or sub-divided and/or redesignated and/or a combination of any of them or otherwise (as the directors consider appropriate) and converted into new Ordinary Preference Shares at the Conversion Time in accordance with the provisions of the articles.
- (v) At any time prior to Conversion, the Company may, at its discretion, redeem all or any of the C Shares of that tranche then in issue by agreement with any holder(s) thereof in accordance with such procedures as the directors may determine (subject to the facilities and procedures of the CREST UK system and any other relevant system) and in consideration of the payment of such redemption price as may be agreed between the Company and the relevant C Shareholder(s).
- (vi) Until Conversion and without prejudice to its obligations under the Law, the Company shall in relation to each tranche of C Shares:
 - (A) procure that the Company's records and bank accounts be operated so that the assets attributable to the C Shares of the relevant tranche can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall procure that separate cash accounts, broker settlement accounts and investment ledger accounts be created and maintained for the assets attributable to the C Shares of the relevant tranche;
 - (B) allocate to the assets attributable to the C Shares of the relevant tranche such proportion of the income, expenses and liabilities of the Company incurred or accrued between the Issue Date and the Calculation Time (both inclusive) as the directors fairly consider to be attributable to the C Shares of the relevant tranche; and

- (C) if applicable, give appropriate instructions to the administrator of the Company (if any) that may have been appointed to manage the Company's assets so that such undertakings can be complied with by the Company.
- (vii) In relation to each tranche of C Shares, the C Shares shall be converted into Ordinary Preference Shares of the relevant class at the Conversion Time in accordance with the following provisions of this paragraph:
- (A) the directors shall procure that within thirty business days of the Calculation Time:
 - (aa) the Conversion Ratio as at the Calculation Time and the number of new Ordinary Preference Shares of the relevant class to which each holder of C Shares of that tranche shall be entitled on Conversion shall be calculated; and
 - (bb) the directors shall review the calculation of the Conversion Ratio (and they may in their discretion request the Auditors to review whether such calculations have been performed in accordance with the articles and are arithmetically accurate) whereupon such calculations shall become final and binding on the Company and all holders of Ordinary Preference Shares and C Shares;
 - (B) the directors shall procure that as soon as practicable following such review and in any event within thirty business days of the Calculation Time an announcement is made to a Regulatory Information Service advising holders of C Shares of that tranche of the Conversion Time and the Conversion Ratio;
 - (C) Conversion of C Shares shall take place at the Conversion Time. On Conversion, the issued C Shares of the relevant tranche shall automatically convert (by sub-division and/or consolidation and/or redesignation and/or a combination of any of them or otherwise as appropriate) into such number of new Ordinary Preference Shares of the relevant class (such conversion being deemed to be authorised by the resolution creating the C Shares) as equals the aggregate number of C Shares of the relevant tranche in issue at the Calculation Time multiplied by the Conversion Ratio (rounded down to the nearest whole new Ordinary Preference Share);
 - (D) the new Ordinary Preference Shares arising upon Conversion of C Shares of any tranche shall be divided amongst the former holders of C Shares of that tranche pro rata according to their respective former holdings of C Shares of the relevant tranche (provided always that the directors may deal in such manner as they think fit with fractional entitlements to new Ordinary Preference Shares including, without prejudice to the generality of the foregoing, selling any such Ordinary Preference Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company or redeeming such fractional entitlements for a nominal amount (and without any obligation to account for such redemption amount to any person)) and for such purposes any director is authorised as agent on behalf of the former holders of C Shares to do any other act or thing as may be required to give effect to the same including, in the case of a share in certificated form, to execute any stock transfer form and, in the case of a share in uncertificated form, the giving of directions to or on behalf of the former holders of C Shares who shall be bound by them;
 - (E) forthwith upon Conversion, any share certificates relating to the C Shares of the relevant tranche shall be cancelled and the Company shall issue to each such former holder of C Shares new certificates in respect of the new Ordinary Preference Shares which have arisen upon Conversion unless such former C Shareholder elects (or is deemed to have elected) to hold their new Ordinary Preference Shares in uncertificated form;
 - (F) the Company will use its reasonable endeavours to procure that upon Conversion, the new Ordinary Preference Shares are admitted to trading on the SFM and to listing on the Official List of the CIX;

- (G) the directors shall be entitled to make such amendments to the process of Conversion as they, in their absolute discretion, see fit to facilitate Conversion including, in particular, by applying the Conversion Ratio to each individual holding of C Shares for the purpose of calculating the number of new Ordinary Preference Shares arising on Conversion of such C Shares (and rounding down fractions of new Ordinary Preference Shares so arising to the nearest whole number where appropriate).
- (viii) Without prejudice to the generality of the articles, until Conversion the consent of the holders of the C Shares as a class (irrespective of what tranche they may be) shall be required for:
 - (A) any alteration to the memorandum or the articles of the Company; or
 - (B) the passing of any resolution to wind up the Company,

provided that where any such alteration to the memorandum or articles of the Company has been made public prior to applications being invited by the Company (or on its behalf) to subscribe for C Shares, the consent of any C Shares subsequently issued shall not be required to any such alteration.
- (ix) Notwithstanding the provisions of the articles summarised at sub-paragraphs (j)(i), (p)(i) and (q):
 - (A) the holders of any tranche of C Shares are entitled to participate in any dividends and other distributions of the Company as the directors may resolve to pay to such holders out of the assets attributable to such shares;
 - (B) subject to the terms of the articles the new Ordinary Preference Shares of the relevant class arising on Conversion shall rank *pari passu* with the outstanding Ordinary Preference Shares of the relevant class in issue at the Conversion Time;
- (x) If any C Shares are outstanding as at the time of a winding up or a return of capital (other than by way of a purchase of own shares by the Company) the capital and assets of the Company shall on a winding up or on a return of capital (other than by way of a purchase of own shares by the Company) be applied as follows:
 - (A) the Share Surplus shall be divided amongst the holders of Ordinary Preference Shares according to the rights attaching thereto as if the Share Surplus comprised the assets of the Company available for distribution; and
 - (B) the C Share Surplus attributable to each relevant C Share class shall be divided amongst the holders of C Shares of such class pro rata according to their holdings of the relevant C Share class.
- (xi) Except as provided in the provisions of the articles as summarised in sub-paragraph (c)(viii) above and sub-paragraph (d) below, the C Shares shall not carry any right to attend or vote at any general meeting of the Company.
- (xii) The C Shares shall be transferable in the same manner as the Ordinary Preference Shares.
- (d) *Share Capital*
 - (i) The Company may issue an unlimited number of shares of a par value and/or a no value or a combination of both. Shares may be denominated in any currency and different classes of shares may be denominated in different currencies (or no currency in the case of shares of no par value).
 - (ii) Subject to the articles, as summarised in sub-paragraph (c)(x) above, in the event of a winding up of the Company the surplus assets of the Company available for distribution to

holders after payment of all other debts and liabilities of the Company shall be applied in the following manner and order of priority:

- (A) first, in paying to each holder of Ordinary Preference Shares in respect of each Ordinary Preference Share of which it is the holder a sum equal to the amount paid up or credited as paid up thereon;
 - (B) second, in paying to each holder of Subordinated Administrative Shares in respect of each Subordinated Administrative Share of which it is the holder a sum equal to the amounts paid up or credited as paid up thereon; and
 - (C) third, the balance of such assets (if any) shall be distributed amongst the holders of the Ordinary Preference Shares (in proportion to the number of Ordinary Preference Shares held by them).
- (iii) Subject to the provisions of the Law and without prejudice to any rights attached to any existing shares or class of shares or to the provisions of the articles, any share may be issued with such preferred deferred conversion or other rights or restrictions as the Company may by ordinary resolution direct or, subject to or in default of any such direction, as the directors may determine.
 - (iv) The Company may issue fractions of shares and any such fractional shares shall rank *pari passu* in all respects with the other shares of the same class issued by the Company.
 - (v) The Company may from time to time hold its own shares as treasury shares.
 - (vi) The Company may acquire its own shares. Any such shares acquired by the Company may be cancelled or may be held as treasury shares, subject to and in accordance with the Law.
 - (vii) Subject to the provisions of the Law, the Company and any of its subsidiary companies may give financial assistance, as defined in the Law, directly or indirectly for the purposes of or in connection with the acquisition of its shares.
 - (viii) The Company may issue shares which are, or at the option of the Company or the holder are, liable to be redeemed and convert all or any class of its shares into redeemable shares.
 - (ix) The Company may issue shares which do not entitle the holder to voting rights in any general meeting or entitle the holder to restricted voting rights in any general meeting.
 - (x) Whenever the capital of the Company is divided into different classes of shares the rights attached to any class may (subject to the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up:
 - (A) with the consent in writing of the holders of at least 75 per cent. of the issued shares of that class; or
 - (B) with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

All the provisions of the articles relating to general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply to every such separate meeting except that, in accordance with the Law:

- (A) the necessary quorum shall be two persons present holding or representing by proxy at least one-third of the voting rights of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, one person present holding shares of the relevant class shall be a quorum) provided always that

where the class has only one member, that member shall constitute the necessary quorum;

(B) any holder of shares of the class in question may demand a poll.

(xi) The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the terms of issue of such shares) be deemed not to be varied by the creation or issue of further shares ranking *pari passu* therewith and, for the avoidance of doubt, the issue of C Shares shall not be treated as varying the rights attaching to Ordinary Preference Shares and the issue of Ordinary Preference Shares shall not be treated as varying the rights attaching to C Shares or by the exercise of any power under the disclosure provisions requiring holders of shares to disclose an interest in the Company's shares pursuant to the articles, as summarised in sub-paragraphs (e)(i), (e)(ii) and (e)(iii) below.

(xii) Subject to the provisions of the Law, the articles, and any resolution of the Company, the directors have general and unconditional authority:

(A) to allot, issue (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of unissued shares of the Company or rights to subscribe or convert any security into shares; or

(B) to sell, transfer or cancel any treasury shares held by the Company,

in any such case to such persons, at such times and on such terms and conditions as the directors may decide. Without limiting this article, the directors may designate the unissued shares upon issue as Ordinary Preference Shares, Subordinated Administrative Shares or C Shares or such other class or classes of shares (and denominated in any currency or currencies as the directors may determine) or as shares with special or other rights as the directors may then determine.

(xiii) Subject to the provisions of the Law, the authority of the directors to issue shares shall be unlimited; but to the extent that the authority of the directors to issue shares is at any time limited by the Law, the maximum amount of shares which may be issued by resolution of the directors shall be £1,000,000,000 (or options, warrants, or other rights in respect of shares including, without limitation, Ordinary Preference Shares, C Shares and Subordinated Administrative Shares) or such other amount as may from time to time be authorised by the Company and such authority shall remain in force for a period of five years from the date of incorporation of the Company but may be revoked, varied or renewed from time to time by the Company in accordance with the Law provided always that the Company, before the authority expires, may make an offer or agreement which would or might require shares to be issued or rights to be granted after it expires.

(xiv) The Company may exercise the powers of paying commissions and in such an amount or at such a percentage rate as the directors may determine. Subject to the provisions of the Law any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

(xv) Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any share except an absolute right to the entirety thereof in the holder.

(e) *Disclosure Notice*

(i) The Company may, by notice in writing (a **Disclosure Notice**) require a person whom the Company knows to be or has reasonable cause to believe is or, at any time during the 3 years immediately preceding the date on which the Disclosure Notice is issued, to have been interested in any shares:

- (A) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
 - (B) to give such further information as may be required in accordance with the articles, as summarised in sub-paragraph (e)(ii) below.
 - (ii) A Disclosure Notice may (without limitation) require the person to whom it is addressed:
 - (A) to give particulars of the person's status (including whether such person constitutes or is acting on behalf of or for the benefit of an ERISA Plan or is a US Person), domicile, nationality and residency;
 - (B) to give particulars of his own past or present interest in any shares (held by him at any time during the 3 year period specified in the articles, as summarised in paragraph (e)(i) above) and the nature of such interest;
 - (C) to disclose the identity of any other person who has a present interest in the shares held by him (held by him at any time during the 3 year period specified in the articles);
 - (D) where the interest is a present interest and any other interest in any shares subsisted during that 3 year period at any time when his own interest subsisted, to give (so far as is within his knowledge) such particulars with respect to that other interest as may be required by the Disclosure Notice; and
 - (E) where his interest is a past interest to give (so far as is within his knowledge) like particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.
 - (iii) Any Disclosure Notice shall require any information in response to such notice to be given within the prescribed period (which is 28 days after service of the notice or 14 days if the shares concerned represent 0.25 per cent. or more in number of the issued shares of the relevant class) or such other reasonable period as the directors may determine.
 - (iv) If any member is in default in supplying to the Company the information required by the Company within the prescribed period or such other reasonable period as the directors determine, the directors in their absolute discretion may serve a direction notice on the member. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the "**Default Shares**") the member shall not be entitled to vote in general meetings or class meetings. Where the Default Shares represent at least 0.25 per cent. in number of the class of shares concerned the direction notice may additionally direct that dividends on such shares will be retained by the Company (without interest) and that no transfer of the Default Shares (other than a transfer authorised under the articles) shall be registered until the default is rectified. Subject always to the rules of the CREST UK system, any other relevant system from which transfers of shares are settled, the requirements of the UK Listing Authority, the London Stock Exchange and the CISX in respect of the Default Shares, where the directors have any grounds to believe that such Default Shares, are held by or for the benefit of or by persons acting on behalf of an ERISA Plan or US Persons, the directors may at their discretion deem the Default Shares to be held by, or on behalf of or for the benefit of, an ERISA Plan or a US Person (as the directors may determine) and that the provisions of the articles, as summarised in sub-paragraph (g)(vi) below, should apply to such Default Shares.
- (f) *Untraced Shareholders*
- The Company may sell the share of a member or of a person entitled by transmission at the best price reasonably obtainable at the time of sale if, in accordance with the terms of the articles, that person has not claimed or accepted dividends declared over a period of time and has not responded to advertisements of the Company.

(g) *Transfer of Shares*

- (i) Subject to the terms of the articles any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the directors may approve. An instrument of transfer of a certificated share shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. The directors may, without assigning any reasons therefor, refuse to register the transfer of a certificated share (whether fully paid or not) unless the instrument of transfer is lodged at the office or at such other place as the directors may appoint and is accompanied by any certificates for the shares to which it relates and such other evidence as the directors may require to show the right of the transferor to make the transfer.
- (ii) Subject to the terms of the articles any member may transfer all or any of his uncertificated shares by means of a relevant system authorised by the directors in such manner provided for, and subject as provided, in the Regulations or such as may otherwise from time to time be adopted by the directors on behalf of the Company and the rules of any relevant system and accordingly no provision of the articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the shares to be transferred. The directors may only decline to register a transfer of an uncertificated share in the circumstances set out in the Regulations or such as may otherwise from time to time be adopted by the directors on behalf of the Company or the rules of any relevant system, or where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
- (iii) The directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be admitted to settlement by means of the CREST UK system.
- (iv) Subject to the CREST Guernsey Requirements and/or the rules of any other relevant system, the registration of transfers may be suspended by giving such notices as may be required by the rules of any relevant system at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
- (v) No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise provided in the articles, any other document relating to or affecting the title to any share.
- (vi) If it shall come to the notice of the directors that any shares:
 - (A) are or may be owned or held directly or beneficially by any person whose ownership or holding or continued ownership or holding of those shares (whether on its own or in conjunction with any other circumstance appearing to the directors to be relevant) might in the reasonable opinion of the directors cause or be likely to cause the assets of the Company to be considered plan assets for the purposes of ERISA; or
 - (B) are or may be owned or held directly or beneficially such that the aggregate number of US Persons who are holders or beneficial owners (which for these purposes shall include beneficial ownership by attribution pursuant to Section 3(c) (1) (A) of the Investment Company Act) of shares or other securities of the Company is or may be more than 75; or
 - (C) are or may be owned or held directly or beneficially by any person to whom a transfer of shares or whose ownership or holding of any shares might in the opinion of the directors:
 - (aa) cause the Company to be required to register as an investment company under the Investment Company Act (including because the holder of the shares in the Company is not a “qualified purchaser” as defined in the Investment Company Act) or to lose an exemption or status thereunder to which it might otherwise be entitled;

- (bb) cause the Company to have to register under the US Exchange Act or any similar legislation;
- (cc) cause the Company not to be considered as “foreign private issuer” as such term is defined in rule 3b-4(c) under the US Exchange Act;
- (dd) result in a person holding shares in the Company in violation of the transfer restrictions set forth in any offering memorandum published by the Company from time to time;
- (ee) cause the Company to be a “controlled foreign corporation” for the purposes of the US Code;
- (ff) result in the Company losing or forfeiting or not being able to claim the benefit of any exemption under the Commodity Exchange Act or the rules of the CFTC or the National Futures Association or analogous legislation or regulation or becoming subject to any unduly onerous filing, reporting or registration requirement; or
- (gg) otherwise result in the Company incurring a liability to taxation or suffering any pecuniary, fiscal, administrative or regulatory or similar disadvantage,

the directors may (i) refuse to register a transfer of shares which would result in those shares being subject to the provisions of the articles summarised in sub-paragraphs (g)(vi)(A), (g)(vi)(B) or (g)(vi)(C) above and/or (ii) serve a notice (a “**Transfer Notice**”) upon the person (or any one of such persons where shares are registered in joint names) appearing in the register as the holder (the “**Vendor**”) of any of the shares concerned (the “**Relevant Shares**”) requiring the Vendor within twenty-one days (or such extended time as in all the circumstances the directors consider reasonable) to transfer (and/or procure the disposal of interests in) the Relevant Shares to another person who, in the sole and conclusive determination of the directors, would not fall within the provisions of the articles summarised in sub-paragraphs (g)(vi)(A), (g)(vi)(B) or (g)(vi)(C) above and whose ownership or holding of such shares would not result in the aggregate number of US Persons who are beneficial owners or holders of shares or other securities of the Company being 75 or more (such a person being hereinafter called an “**Eligible Transferee**”). On and after the date of such Transfer Notice, and until registration of a transfer of the Relevant Share to which it relates pursuant to the provisions referred to in this sub-paragraph or sub-paragraph (g)(vii) below, the rights and privileges attaching to the Relevant Shares will be suspended and not capable of exercise.

- (vii) If within twenty-one days after the giving of a Transfer Notice (or such extended time as in all the circumstances the directors consider reasonable) the Transfer Notice has not been complied with to the satisfaction of the directors, the Company may sell the Relevant Shares on behalf of the holder of them by instructing a member of the London Stock Exchange to sell them on arm's length terms to any Eligible Transferee or Eligible Transferees. For this purpose the directors may authorise in writing any officer or employee of the Company or any officer or employee of the secretary of the Company or of any manager that may be appointed to transfer the Relevant Shares on behalf of the holder of them to the purchaser or purchasers and an instrument of transfer executed by that person will be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the Relevant Shares. The purchaser will not be bound to see the application of the purchase monies nor will its title to the Relevant Shares be affected by an irregularity or invalidity in the proceedings relating to the sale or by the price at which the Relevant Shares are sold. The net proceeds of the sale of the Relevant Shares will be received by the Company, whose receipt will be a good discharge for the purchase moneys, and will belong to the Company and, upon their receipt, the Company will become indebted to the former holder of, or person entitled by transmission to, the Relevant Shares for an amount equal to the net proceeds of transfer upon surrender by it or them, in the case of certificated Shares, of the certificate for the Relevant Shares which the Vendor shall immediately be obliged to deliver to the Company. No trust will be created

in respect of the debt and no interest will be payable in respect of it. The Company will pay to the Vendor at its discretion or on demand by the Vendor the proceeds of transferring the Relevant Shares (less costs and expenses) but otherwise the Company will not be required to account for any money secured from the net proceeds of transfer which may be employed in the business of the Company or as it thinks fit. The Company may register the transferee as holder or holders of the Relevant Shares at which time the transferee will become absolutely entitled to them.

- (viii) A person who becomes aware that it falls within either the provisions of the articles summarised in sub-paragraphs (g)(vi)(A), (g)(vi)(B) or (g)(vi)(C) above or, being a US Person and a beneficial owner or holder of shares, becomes aware that the aggregate number of US Persons who are beneficial owners or holders of shares or other securities of the Company is more than 75, shall forthwith, unless it has already received a Transfer Notice pursuant to the provisions of the articles summarised in sub-paragraph (g)(vi) above either transfer the shares to one or more Eligible Transferees or give a request in writing to the directors for the issue of a Transfer Notice in accordance with the provisions of the articles summarised in sub-paragraph (g)(vi) above. Every such request shall, in the case of certificated shares, be accompanied by the certificate(s) for the shares to which it relates.
 - (ix) Subject to the provisions of the articles, the directors will, unless any director has reason to believe otherwise, be entitled to assume without enquiry that none of the shares are held in such a way as to entitle the directors to serve a Transfer Notice in respect thereof. The directors may, however, at any time and from time to time call upon any holder (or any one of joint holders) of shares by notice in writing to provide such information and evidence as they require upon any matter connected with or in relation to such holder of shares. In the event of such information and evidence not being so provided within such reasonable period (not being less than twenty-one days after service of the notice requiring the same) as may be specified by the directors in the said notice, the directors may, in their absolute discretion, treat any share held by such a holder or joint holders as being held in such a way as to entitle them to serve a Transfer Notice in respect of such share.
 - (x) The directors will not be required to give any reasons for any decision, determination or declaration taken or made in accordance with these provisions. The exercise of the powers conferred by the provisions of the articles summarised in sub-paragraphs (g)(vi) and/or (g)(vii) and/or (g)(viii) and/or (g)(ix) above may not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership or holding of shares by any person or that the true direct or beneficial owner or holder of any shares was otherwise than as appeared to the directors at the relevant date provided that the said powers have been exercised in good faith.
 - (xi) Uncertificated shares of a class are not to be regarded as forming a separate class from certificated shares of that class.
- (h) *Alteration of Capital*
- The Company may by ordinary resolution alter its share capital, including, *inter alia*, consolidating share capital, sub-dividing shares, cancelling untaken shares, converting shares into shares of a different currency and denominating or redenominating the currency of share capital.
- (i) *Notice of General Meetings*
- Any general meeting shall be called by at least ten days' notice. A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- (j) *Votes of Members*
- (i) Subject to any rights or restrictions attached to any shares, on a show of hands every member present in person or by proxy (or in the case of corporations, present by a duly

authorised representative) shall have one vote and on a poll every member present in person or by proxy (or in the case of corporations, present by a duly authorised representative) shall have one vote for every share of which he is the holder.

- (ii) Unless the board otherwise decides, no member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.
 - (iii) No person shall be entitled to vote in respect of any shares that he has acquired unless he has been registered in the register as their holder.
 - (iv) No member of the Company shall, if the directors so determine, be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company or to exercise any other right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in such shares has failed to comply with a Disclosure Notice within 14 days, in a case where the shares in question represent at least 0.25 per cent. of their class, or within 28 days, in any other case, from the date of such Disclosure Notice. These restrictions will continue until the information required by the notice is supplied to the Company or until the shares in question are transferred or sold in circumstances specified for this purpose in the articles.
- (k) *Powers of Directors*
 - (i) Subject as hereinafter provided, the directors may exercise all the powers of the Company to borrow or raise money (including the power to borrow for the purpose of redeeming shares) and secure any debt or obligation of or binding on the Company in any manner including by the issue of debentures (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge pledge or lien upon the whole or any part of the Company's undertaking property or assets (whether present or future) and also by a similar mortgage charge pledge or lien to secure and guarantee the performance of any obligation or liability undertaken by the Company or any third party.
- (l) *Appointment and Retirement of Directors*
 - (i) Subject to the Law and the articles, the directors shall have power at any time, and from time to time, without sanction of the Company in general meeting, to appoint any person to be a director, either to fill a casual vacancy or as an additional director. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-appointment. Subject to the Law and the articles, the Company may by ordinary resolution appoint any person as a director; and remove any person from office as a director.
 - (ii) A director may resign from office as a director by giving notice in writing to that effect to the Company at its office, which notice shall be effective upon such date as may be specified in the notice, failing which upon delivery to the registered office.
 - (iii) One third of the directors (rounded down to the nearest whole number) shall retire by rotation at each annual general meeting of the Company. Such directors may be reappointed.
 - (iv) There is no age limit at which a director is required to retire.
- (m) *Disqualification and Removal of Directors*
 - (i) A director shall not be required to hold any qualification shares.
 - (ii) The office of a director shall be vacated if he ceases to be a director by virtue of any provision of the Law or he ceases to be eligible to be a director in accordance with the Law; or he has his affairs declared en désastre, becomes bankrupt or makes any arrangement

or composition with his creditors generally or otherwise has any judgment executed on any of his assets; or he becomes of unsound mind or incapable or an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs; or he shall have absented himself from meetings of the directors for a consecutive period of 12 months and the directors resolve that his office shall be vacated; or he dies; or he resigns his office by notice to the Company; or the Company so resolves by ordinary resolution; or where there are more than two directors, all the other directors request him to resign in writing; or he becomes resident for tax purposes in the United Kingdom and, as a result, a majority of the directors are resident for tax purposes in the United Kingdom.

(n) *Remuneration of Directors*

Unless otherwise determined by the Company by ordinary resolution, the directors shall be remunerated for their services at such rate as the directors shall determine provided that the aggregate amount of such fees shall not exceed the annual equivalent of £200,000 per annum (or such sum as the Company in general meeting shall from time to time determine).

(o) *Directors' Appointments and Interests*

- (i) Subject to the provisions of the Law, the directors may appoint one or more of their number to the office of managing director or to any other executive office upon such terms as they determine.
- (ii) Subject to and in accordance with the Law, a director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose that fact to the directors.
- (iii) For the purposes of the article summarised in sub-paragraph (o)(ii) a general disclosure given to the directors to the effect that a director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.
- (iv) The requirement summarised in sub-paragraph (o)(ii) above does not apply if the transaction proposed is between a director and the Company, or if the Company is entering into the transaction in the ordinary course of business on usual terms.
- (v) A director may not vote or be counted in the quorum on a resolution of the board or committee of the board concerning a contract, arrangement, transaction or proposal to which the Company is or is to be a party and in which he has an interest which (together with any interest of any person connected with him) is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company) but, in the absence of some other material interest than is mentioned below, this prohibition does not apply to a resolution concerning any of the following matters:
 - (A) the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiaries;
 - (B) the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity by the giving of security;
 - (C) a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiaries for subscription or purchase, in which offer he is or may be entitled to participate as a

holder of securities or in the underwriting or sub-underwriting of which he is to participate;

- (D) a contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning another company (including any subsidiary of the Company) in which he (and any persons connected with him) is interested and whether as an officer, shareholder, creditor or otherwise, if he (and any persons connected with him) does not to his knowledge hold an interest in shares representing one per cent. or more of either class of the equity share capital of or the voting rights in the relevant company (or of any other company through which his interest is derived);
 - (E) a contract, arrangement, transaction or proposal for the benefit of employees of the Company or any of its subsidiaries which only awards him a privilege or benefit generally accorded to the employees to whom it relates; and
 - (F) a contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy for the benefit of directors or for the benefit of persons including directors.
- (vi) For the purposes of this article a person shall be treated as being connected with a director if that person is:
- (A) a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the director; or
 - (B) an associated body corporate which is a company in which the director alone, or with connected persons, is directly or indirectly beneficially interested in 20 per cent. or more of the value of the equity share capital or is entitled (alone or with connected persons) to exercise or control the exercise of more than 20 per cent. of the voting power at general meetings; or
 - (C) a trustee (acting in that capacity) of any trust, the beneficiaries of which include the director or persons falling within paragraphs (A) and (B) above excluding trustees of an employees' share scheme or pension scheme; or
 - (D) a partner (acting in that capacity) of the director or persons in paragraphs (A) to (C) above.
- (vii) A director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other director is appointed to hold any such office or place of profit under the Company, or whereat the terms of any such appointment are arranged or whereat any contract between the director and the Company are considered, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof. Where proposals are under consideration concerning the appointment (including without limitation fixing or varying the terms of appointment or its termination) of two or more directors to offices or places of profit with the Company or a company in which the Company is interested, such proposals shall be divided and a separate resolution considered in relation to each director. In such case each of the directors concerned (if not otherwise debarred from voting under these provisions) is entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- (viii) A director may hold any other office or place of profit under the Company (other than the Auditor) in conjunction with his office of director for such period and on such terms (as to remuneration and otherwise) as the board may determine and no director or intending director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such office or place of profit or as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any director so contracting or being so interested be liable to account to the Company for any profits realised by any such contract or arrangement by

reason of such director holding that office or of the fiduciary relationship thereby established.

- (ix) Any director may act by himself or his firm in a professional capacity for the Company (other than Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
 - (x) Any director may continue to be or become a director, managing director, manager or other officer or member of any company promoted by the Company or in which the Company may be interested, and any such director shall not be accountable to the Company for any remuneration or other benefits received by him as director, managing director, manager or other officer or member of any such company. The directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to themselves as directors, managing directors, managers or other officers of such company) and any director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to be appointed a director, managing director, manager or other officer of such company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.
 - (xi) If a question arises at a meeting as to the materiality of a director's interest (other than the interest of the chairman of the meeting) or as to the entitlement of a director (other than the chairman) to vote or to be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman and his ruling in relation to the director concerned is conclusive and binding on all concerned.
 - (xii) If a question arises at a meeting as to the materiality of the interest of the chairman of the meeting or as to the entitlement of the chairman to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by resolution of the directors or committee members present at the meeting (excluding the chairman) whose majority vote is conclusive and binding on all concerned.
- (p) *Dividends and Distributions*
- (i) Subject to the provisions of the Law and the articles, the Company may by ordinary resolution declare dividends and/or make distributions in accordance with the respective rights of the members and subject to provisions of the articles summarised in subparagraph (p)(iv) below and to any special rights to dividends or other relevant rights or remedies set out in the terms of issue of any class of shares.
 - (ii) No dividend or other distribution shall exceed the amount recommended by the directors.
 - (iii) Subject to the provisions of the Law, and the articles, the directors may from time to time pay interim dividends and/or distributions if it appears to them that they are justified by the assets of the Company.
 - (iv) Except as otherwise provided by the rights attached to shares, all dividends or other distributions shall be declared and paid according to the amounts paid up on shares on which the dividend or other distribution is paid. All dividends or other distributions shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend or other distribution is paid, but, if any share is issued on terms providing that it shall rank for dividend or other distribution as from a particular date, that share shall rank for dividend or other distribution accordingly. Any resolution declaring a dividend or a distribution on a share, whether a resolution of the Company in general meeting or a resolution of the directors, may specify

that the same shall be payable to the person registered as the holders of the shares at the close of business on a particular date notwithstanding that it may be a date prior to that on which the resolution is passed and thereupon the dividend or distribution shall be payable to such persons in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend or distribution of transferors and transferees of any such shares.

- (v) A general meeting declaring a dividend or other distribution may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
 - (vi) The directors may deduct from any dividend or other distribution, or other moneys payable to any member on or in respect of a share, all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
 - (vii) All unclaimed dividends or other distributions may be invested or otherwise made use of by the directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof. Any dividend or other distribution which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company. No dividend or other distribution or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
 - (viii) The directors are empowered to create reserves before recommending or declaring any dividend. The directors may also carry forward any profits which they think prudent not to divide.
- (q) *Winding Up*
- (i) Upon a winding up of the Company the assets available for distribution to members, shall, subject to the rights attaching to any class of shares and the provisions of the articles, be distributed according to the number of shares held by that member.
 - (ii) A general meeting of the Company shall be convened by the board no later than 31 March 2025 where an ordinary resolution shall be proposed that the Company shall proceed to an orderly wind-up at the end of the term of the leases of the Assets. If that resolution is not passed, the directors shall consider alternatives for the future of the Company and shall propose such alternatives at a further general meeting of the Company, including re-leasing the Assets or selling the Assets and reinvesting the capital so received in other aircraft.
- (r) *Certain US and US related Tax Matters*
- (i) The Company is authorised to take any action it determines is desirable to comply with certain US tax provisions colloquially referred to as the Foreign Account Tax Compliance Act and any other law of any other jurisdiction relating thereto including laws promulgated pursuant to an intergovernmental agreement relating thereto (together, **FATCA**), and may enter into an agreement with the U.S. Internal Revenue Service or the taxing and revenue services of any other country. The Company shall not pay any additional amounts to any person in respect of any withholding of taxes, including those relating to FATCA.
 - (ii) The Company is not required to make available the information necessary for any person to make a so-called “qualified electing fund” election under US tax law.

The Borrowers

7.3 Under the memorandum of incorporation of each of the Borrowers the objects of each Borrower are unrestricted. The memorandum of incorporation is available for inspection at the addresses specified in paragraph 15 of this Part X of this prospectus.

7.4 The following is a brief summary of certain provisions of the articles of each Borrower:

The following definitions apply for the purposes of this paragraph only:

Definitions:

“articles” means the articles of incorporation of the relevant Borrower as amended from time to time;

“directors” means the directors of each Borrower for the time being or, as the case may be, the directors assembled as a board; and

“holder” or **“member”** in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

(a) Share Capital

- (i) Each Borrower may issue an unlimited number of shares of a par value and/or a no par value or a combination of both. Shares may be denominated in any currency and different classes of shares may be denominated in different currencies (or no currency in the case of shares of no par value).
- (ii) Subject to the provisions of the Companies Laws and without prejudice to any rights attached to any existing shares or class of shares or the provisions of the articles, any share may be issued with such preferred deferred conversion or other rights or restrictions as each Borrower may by ordinary resolution direct, or subject to or in default of any such direction, as the directors may determine.
- (iii) Each Borrower may issue fractions of shares and any such fractional shares shall rank *pari passu* in all respects with the other shares of the same class issued by that Borrower.
- (iv) Each Borrower may from time to time hold its own shares as treasury shares.
- (v) Subject to the provisions of the Companies Laws, each Borrower may give financial assistance, as defined in the Companies Laws, directly or indirectly for the purposes or in connection with the acquisition of its shares.
- (vi) Each Borrower may issue shares which do not entitle the holder to voting rights in any general meeting or that entitle the holder to restricted voting rights in any general meeting.
- (vii) Each Borrower may acquire its own shares. Any such shares acquired by a Borrower may be cancelled or may be held as treasury shares, subject to and in accordance with the Companies Laws.
- (viii) Each Borrower may issue shares which are, or at the option of each Borrower or the shareholder are, liable to be redeemed and convert all or any class of its shares into redeemable shares.

(b) Variation of Rights

- (i) Whenever the capital of a Borrower is divided into different classes of shares the rights attached to any class may (subject to the terms of issue of the shares of that class) be varied or abrogated, either whilst that Borrower is a going concern or during or in contemplation of a winding-up:
 - (A) with the consent in writing of the holders of a majority of the issued shares of that class; or

- (B) with the sanction of an ordinary resolution passed at a separate meeting of the holders of the shares of that class.
 - (ii) The necessary quorum shall be two persons present holding or representing by proxy at least one-third of the voting rights of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, one person present holding shares of the class shall be a quorum) provided always that where the class has only one member, that member shall constitute the necessary quorum and any holder of shares of the class in question may demand a poll.
 - (iii) The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- (c) Issue of Shares
- Subject to the provisions of the Companies Laws, these articles and any resolution of the Borrower, the directors have general and unconditional authority:
- (A) to allot, issue (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of unissued shares of that Borrower or rights to subscribe or convert any security into shares; or
 - (B) to sell, transfer or cancel any treasury shares held by that Borrower,
- in any such case to such persons, at such times and on such terms and conditions as the directors may decide.
- (d) Commission
- Each Borrower may exercise the powers of paying commissions and in such an amount or at such a percentage rate as the directors may determine not exceeding ten per cent. of the price at which the shares are issued. Any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. Each Borrower may also on any issue of shares pay such brokerage as may be lawful.
- (e) Trust not recognised
- Except as required by the Companies Laws, no person shall be recognised by a Borrower as holding any share upon any trust and (except as otherwise provided by these articles or by law) a Borrower shall not be bound by or recognise (even when having notice thereof) any interest in any share except an absolute right to the entirety thereof in the holder.
- (f) Transfer of Shares
- (i) The instrument of transfer of a share may be in any usual or other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the shares are fully paid, by or on behalf of the transferee.
 - (ii) Subject to the provisions of the articles as summarised in sub-paragraph (f)(iii), the directors may, without assigning any reasons therefor, refuse to register the transfer of a share (whether fully paid or not):
 - (A) to a person of whom they do not approve;
 - (B) on which the Borrower has a lien;
 - (C) unless the instrument of transfer is lodged at the registered office of the Borrower or at such other place as the directors may appoint and is accompanied by any certificates for the shares to which it relates and such other evidence as the directors may require to show the right of the transferor to make the transfer;

- (D) unless it is in respect of only one class of shares;
 - (E) to a person who is a minor or is otherwise under a legal disability;
 - (F) unless it is in favour of not more than four transferees; or
 - (G) otherwise as the directors may, in their absolute discretion, determine.
- (iii) Notwithstanding the provisions of the articles summarised in the preceding sub-paragraph or any provision to the contrary contained in the articles, (i) there shall be no restriction on the transfer of any share in a Borrower and (ii) the directors shall not be entitled to refuse to register the transfer of any share in a Borrower, where such transfer is made or proposed to be made pursuant to, or in connection with, a Guernsey security interest agreement relating to shares in that Borrower and made between, as the case may be, any legal and/or beneficial shareholder in the Borrower and any lender, security trustee, security agent or other secured party. Furthermore, the directors shall not require evidence to prove the title of a transfer or his right to transfer any share in any case where the proposed transfer of a share is made pursuant to, or in connection with, a Guernsey security interest agreement relating to shares in a Borrower and made between, as the case may be, any legal and/or beneficial shareholder in the Borrower and any lender, security trustee, security agent or other secured party.
- (iv) The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the directors may determine.
- (v) In the event of any transfer of the shares of a Borrower pursuant to the terms of any security interest of any kind whatsoever during any period in which the registration of transfers of shares or of transfers of any class of shares may be suspended in accordance with the articles, as summarised in sub-paragraph (f)(iv) above, the register shall be deemed to be opened and the directors shall, as soon as is practicable following the recommencement of registration of transfers of shares, amend the register to reflect the transfer as having transpired on the date on which the instrument of transfer was sent by the transferee to the Borrower.
- (g) **Alteration of Share Capital**
Each Borrower may by ordinary resolution alter its share capital, including, *inter alia*, consolidating share capital, sub-dividing shares, cancelling untaken shares, converting shares into shares of a different currency and denominating or redenominating the currency of share capital.
- (h) **Notice of General Meetings**
Any general meeting shall be called by at least ten days' notice. A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- (i) **Votes of Members**
- (i) Subject to any rights or restrictions attached to any shares, on a show of hands every member present in person or by proxy shall have one vote and on a poll every member who is present in person or proxy shall be entitled to one vote in respect of each share in the company held by them.
 - (ii) Unless the board otherwise decides, no member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in a Borrower, either in person or by proxy, in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.

(j) Interests of Directors

- (i) Subject to and in accordance with the Companies Laws, a director must, upon becoming aware of the fact that he is interested in a transaction or proposed transaction with the Borrower, disclose that fact to the directors.
- (ii) For the purposes of the preceding sub-paragraph, a general disclosure given to the directors to the effect that a director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.
- (iii) Without limitation to the provisions of the Companies Laws, provided that he has disclosed his interests in accordance with the preceding two sub-paragraphs, a director, notwithstanding his office:
 - (A) may be a party to, or otherwise interested in, any transaction or arrangement with the Borrower or in which the Borrower is otherwise interested;
 - (B) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Borrower or in which the Borrower is otherwise interested;
 - (C) shall not, by reason of his office, be accountable to the Borrower for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
 - (D) may act by himself or his firm in a professional capacity for the Borrower and he or his firm shall be entitled to remuneration for professional services as though he were not a director of that Borrower.

(k) Remuneration and Appointment of Directors

- (i) Unless otherwise determined by each Borrower by ordinary resolution, the directors shall be entitled to such remuneration as the directors may from time to time determine and, unless such determination provides otherwise, the remuneration shall be deemed to accrue from day to day.
- (ii) Subject to the Companies Laws and the articles, the directors shall have power at any time, and from time to time, without sanction of the Borrower in general meeting, to appoint any person to be a director, either to fill a casual vacancy or as an additional director. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-appointment. Subject to the Companies Laws and these articles, the Company may by ordinary resolution appoint any person as a director and remove any person from office as a director.
- (iii) Subject to the provisions of the Companies Laws, the directors may appoint one or more of their number to the office of managing director or to any other executive office upon such terms as they determine.

(l) Retirement, Disqualification and Removal of Directors

- (i) A director may resign from office as a director by giving notice in writing to that effect to a Borrower at its registered office, which notice shall be effective upon such date as may be specified in the notice, failing which upon delivery to the registered office.
- (ii) The office of a director shall be vacated if he ceases to be a director by virtue of any provision of or he ceases to be eligible to be a director in accordance with the Companies Laws; or he has his affairs declared "en désastre", becomes bankrupt or makes any arrangement or composition with his creditors generally or otherwise has any judgement

executed on any of his assets; or an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs; or he dies; or he resigns his office by notice to the Borrower; or the Borrower so resolves by ordinary resolution; or the other directors request him to resign in writing.

(m) Dividends

- (i) Subject to the provisions of the Companies Laws, each Borrower may by ordinary resolution (and the directors may) authorise and declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.
- (ii) Subject to the provisions of the Companies Laws, the directors may pay interim dividends if it appears to them that they are justified by the assets of the Borrower.
- (iii) Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend or other distribution is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- (iv) A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- (v) The directors may deduct from any dividend or other moneys, payable to any member on or in respect of a share, all sums of money (if any) presently payable by him to the Borrower on account of calls or otherwise in relation to the shares of that Borrower.
- (vi) Any dividend which has remained unclaimed for ten years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Borrower. No dividend or other moneys payable in respect of a share shall bear interest against a Borrower unless otherwise provided by the rights attached to the share.

(n) Winding-up

If a Borrower is wound up that Borrower may, with the sanction of a special resolution and any other sanction required by the Companies Laws, divide the whole or any part of the assets of that Borrower among the members in specie, and the liquidator or, where there is no liquidator, the directors, may for that purpose value any assets and determine how the division shall be carried out as between the members or different classes of members and, with the like sanction, may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he or they may determine, but no member shall be compelled to accept any assets upon which there is a liability.

The Lessor

7.5 Under the Memorandum of Incorporation of the Lessor the objects and powers of the Lessor are to carry on all or any of the businesses of owning, financing, leasing, managing, working, trading with, exchanging, chartering, hiring, acquiring, disposing of, equipping, maintaining, repairing, improving or altering, aircraft, airborne transport vehicles, spacecraft, engines and vehicles of all kinds. The Memorandum of Incorporation is available for inspection at the addresses specified in paragraph 15 of this Part X of this prospectus.

7.6 The articles of incorporation of the Lessor contain provisions, *inter alia*, to the following effect:

(a) Issuance of Shares

The directors are generally and unconditionally authorised to exercise all powers of the Lessor to allot relevant securities (as defined for the purposes of section 20 of the Companies Act 1983) up to an amount equal to the authorised but unissued share capital of the Lessor as at the date of incorporation of the Lessor, and such authority will expire five years from that date save that the Lessor may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred in the articles had not expired.

Subject to and in accordance with the provisions of the Companies Acts, the Lessor may purchase its own shares (including any redeemable shares).

(b) Votes of Shareholders

Votes may be given either personally or by proxy. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands, every shareholder present in person and every proxy shall have one vote so however, that no individual shall have more than one vote. On a poll, every shareholder shall have one vote for every share carrying voting rights of which he is a holder.

Where there is an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting, at which the show of hands takes place or at which the poll so demanded, shall be entitled to a casting vote in addition to any other vote he may have.

(c) Dividends

Subject to the provisions of the Companies Acts, the Lessor may, by ordinary resolution, declare dividends in accordance with the respective rights of the shareholders, but no dividend shall exceed the amount recommended by the board of directors.

(d) Notices

Subject to the provision of the Companies Acts allowing a general meeting to be held by shorter notice, at least 21 clear days' notice is required in the case of an annual general meeting and an extraordinary general meeting called for the purpose of the passing of a special resolution. At least seven clear days' notice is required for all other extraordinary general meetings.

(e) Transfer of shares

Any shareholder may, by transfer instrument in the usual form or by any other form which the directors may approve, transfer all or any of his shares. The directors may decline to register a transfer in their absolute discretion without assigning any reason, whether or not it is a fully paid up share unless the relevant shares are charged. The directors may also decline to register a transfer where (1) the instrument of transfer is not accompanied by the certificate for the shares to which it relates or (2) the instrument of transfer is in respect of more than one class of shares.

(f) Directors

(i) Number of directors

The number of directors shall not be less than three, one of who shall be a director nominated by the Borrower (the "**DP Aircraft Director**").

(ii) Rotation of directors

The directors are not required to retire by rotation.

(iii) Quorum at directors' meetings

The quorum for the transaction of business of the directors shall (i) in relation to matters which are not Consent Matters be two directors, and (ii) in relation to Consent Matters be two directors, one of who shall be the DP Aircraft Director. A director may vote in respect of any contract, appointment or arrangement in which he is interested, and he will be counted in the quorum present at the meeting.

- (iv) Voting

Questions arising at any meeting of the directors of the Lessor shall be decided as follows:

 - (i) in relation to any matters which are not Consent Matters, by majority of votes, and (ii) in relation to any matters which are Consent Matters, by the unanimous vote of the directors.
- (v) Share qualification

A director of the Lessor is not required to hold a minimum level of shares in order to be eligible for appointment as a director.
- (g) Borrowing powers

Subject to the provisions of the Companies Acts, the directors may exercise all the powers of the Lessor to borrow or raise money or to mortgage or charge its undertaking, property, assets and uncalled capital and to issue debentures and other securities without any limitation as to amount.
- (h) Consent Matters

Decisions taken by the Lessor (including in its capacity as a shareholder of another company) in relation to any of the following matters are the consent matters ("**Consent Matters**") requiring the unanimous vote of the directors:

 - (i) any merger or reorganisation of the Lessor;
 - (ii) the winding up of any subsidiaries of the Lessor;
 - (iii) any increase, reduction or reclassification of capital of any subsidiary of the Lessor or issue of shares by any subsidiary of the Lessor;
 - (iv) any proposal put to the Lessor's shareholders to amend the Memorandum of Association or the Articles of Association of the Lessor;
 - (v) the transfer of shares or beneficial interest in any subsidiary (or any interests in such shares or beneficial interest) other than as contemplated in any and all documents pursuant to which the Lessor has granted security over all or any part of its assets as security for its own obligations or the obligations of another party;
 - (vi) any disposal by the Lessor or any subsidiary of the Lessor of all or substantially all of their assets, other than any such disposal contemplated by any and all documents pursuant to which the Lessor has granted security over all or any part of its assets as security for its own obligations or the obligations of another party;
 - (vii) any liquidation, voluntary filing, reorganisation, consolidation, dissolution, merger or amalgamation involving the Lessor; and
 - (viii) any material amendment to, or the taking of any material enforcement action in respect of, the lease of any aircraft of which the Lessor is from time to time the lessor.
- (i) Winding up

If the Lessor is wound up (whether the liquidation is voluntary, under supervision, by the court or otherwise), the liquidator may, with the sanction of a special resolution of the Lessor and any other sanction required by the Companies Acts, divide among the members the whole or any part of the assets of the Lessor (whether they consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division will be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member will be compelled to accept shares or other securities whereon there is any liability.

8. Material contracts

Asset Management Agreement

The Asset Management Agreement, dated 19 September 2013, between the Company and DS Aviation, whereby DS Aviation has agreed to (a) maintain ongoing communication with the lessee, the financing parties, the airframe and engine manufacturers and provide the Company with reports in relation thereto, (b) undertake regular inspections of the Assets, (c) monitor the lessee's performance of all the obligations specified in the relevant lease agreement (in particular, obligations as regards the insurance of the Assets) and provide information and advice in the event of default, (d) support the Company in any sale or re-leasing activity in respect of the Assets and (e) provide input into the Company's reports, announcements and shareholder communications.

The Asset Management Agreement shall continue until 31 October 2027, subject to earlier termination (i) by either party on immediate notice in certain circumstances including a material unremedied breach by, or the insolvency of, the other party; (ii) by the Company in relation to any Asset on one month's prior written notice if a sale of the Asset has been completed or a Total Loss has occurred in relation to the Asset; and (iii) by the Company if DS Aviation is unable to comply with certain key person provisions.

The Asset Management Agreement contains a 'key person' provision with the aim of ensuring the Company retains the benefit of the expertise of Christian Mally or a suitable replacement for the duration of the agreement.

The Company will pay DS Aviation a management fee of US\$250,000 per annum per Asset (inflating annually from 2014 onwards, at 2.5 per cent. per annum), payable monthly in arrears commencing from the acquisition of each relevant Asset.

The Asset Manager is also entitled to its share of the Arrangement Fee which, in the case of the Asset Manager, amounts to 1.0 per cent. of the Gross Proceeds.

Upon the sale or Total Loss of an Asset, the Company will pay DS Aviation a percentage of the total return per Share attributable to that Asset prior to the date of sale or Total Loss. The percentage payable to DS Aviation will vary depending on the level of the total return per Share attributable to that Asset expressed as a percentage of the Issue Price and will range from nil (if the total return per Share attributable to the Asset is less than 200 per cent.) to 3 per cent. if the total return per Share attributable to the Asset equals or exceeds 300 per cent..

The Disposal Fee will be adjusted in the event that an Asset is disposed of before the end of the scheduled term of the relevant Lease, in accordance with an agreed mechanism.

Administration Agreement

The Administration Agreement, dated 19 September 2013, between the Company and the Administrator pursuant to which the Company appoints the Administrator to act as administrator and secretary of the Company and its Guernsey incorporated subsidiaries. The Administration Agreement is for a minimum period of one year from Admission (unless terminated on notice on the occurrence of certain events) and thereafter may be terminated by either party on not less than 90 days' notice. The Administrator is entitled to a fee as set out below.

The Administrator will be entitled to an establishment fee of £12,500 for the Company (regardless of whether Admission occurs); a secretarial fee of £25,000 per annum assuming quarterly Board meetings, plus any committee meetings as described in the prospectus and an annual general meeting each year, plus an additional £1,640 for each ad hoc Board meeting held and a further £1,640 for each board meeting of each wholly-owned subsidiary that the Company incorporates (other than the Lessor); and a financial reporting fee for the Company on a group consolidated basis in respect of the preparation and approval of audited annual reports, half year reports and interim management statements, in the amount of £16,000 per annum and an initial set up fee of £1,000 in respect of the first set of accounts. In addition to the above remuneration the Administrator shall also be entitled to the administration fee in the minimum amount of £1,250 per month and such other remuneration as shall be agreed between the Administrator and the Board from time to time, (including activity fees as previously agreed with the Company or time cost

charges which shall be levied by the Administrator for any other matter not already included under the Administration Agreement).

The Company has covenanted in the Administration Agreement to indemnify and keep indemnified the Administrator from and against all actions, proceedings, claims, demands, (including reasonable and properly incurred costs and expenses incidental thereto) whatsoever made against or incurred by the Administrator arising out of or in connection with the proper performance by the Administrator of its duties under the Administration Agreement save where any action, proceeding, claim, demand, cost or expense results from or arises out of a breach of the Administration Agreement (save where due to a force majeure event) or breach of applicable laws or the fraud, negligence, wilful default or bad faith of the Administrator.

Registrar Agreement

The Registrar Agreement, dated 19 September 2013, between the Company and the Registrar pursuant to which the Company appoints the Registrar to act in Guernsey as registrar, transfer agent and paying agent of the Company. The Registrar Agreement shall have an initial period of three years and shall continue thereafter on a rolling twelve-month basis unless terminated by either the Company or the Registrar giving to the other at any time not less than 3 months' written notice to be given not less than three months before the end of the initial three-year term or successive twelve month period, as applicable or earlier in certain circumstances. The Registrar will be entitled to an annual basic registration fee from the Company equal to £1.35 per Shareholder appearing on the register during that year, with a minimum charge per annum of £6,000. Other registrar activity will be charged for in accordance with the Registrar's normal tariff as listed in the Registrar Agreement.

Placing Agreement

The Placing Agreement, dated 27 September 2013, between the Company, DS Aviation, JS Holding (DS Aviation and JS Holding together the "**Asset Manager Parties**") and Canaccord Genuity whereby Canaccord Genuity has agreed, as agent for the Company, to use its reasonable endeavours to procure subscribers for Shares under the Placing at the Issue Price. Canaccord Genuity is not under an obligation to purchase Shares in the event that it is unable to procure subscribers for Shares. For its services in connection with the Placing, Canaccord Genuity will be entitled to fees and a placing commission as described below.

The Company will reimburse Canaccord Genuity for all costs and expenses incurred by it in connection with the Placing and will pay Canaccord Genuity's reasonable legal fees. In consideration for Canaccord Genuity acting as placing agent in the Placing the Company has agreed to pay Canaccord Genuity, as at Admission, a placing commission equal to 1.5 per cent. of the Placing Proceeds. All fees, expenses and commissions payable to Canaccord Genuity by the Company shall be paid to Canaccord Genuity together with any VAT payable in respect of such fees, expenses or commissions. Under the Placing Agreement, which is subject to certain customary conditions precedent and which may be terminated by Canaccord Genuity in certain customary circumstances prior to Admission, the Company and the Asset Manager Parties have given warranties to Canaccord Genuity concerning, *inter alia*, the accuracy of the information contained in this prospectus. In addition, the Company has given a standard indemnity to Canaccord Genuity. The warranties and indemnities given by the Company are standard for an agreement of this nature and there is no cap on its liability.

Canaccord Genuity is also entitled to its share of the Arrangement Fee which, in the case of Canaccord Genuity, amounts to 0.3 per cent. of the Gross Proceeds.

Technical Services Agreement

The Technical Services Agreement dated 25 July 2013, between the Lessor and the Technical Services Consultant pursuant to which the Lessor appoints the Technical Services Consultant to provide certain technical services in respect of the Assets, including:

- (i) assistance with registration and certification of the Assets with the Irish Aviation Authority;
- (ii) attendance at the Irish Aviation Authority's inspection of the Assets; and
- (iii) assistance with ongoing compliance responsibilities in respect of the Assets. The Technical Services Agreement may be terminated by either the Lessor or the Technical Services Consultant giving to the

other at any time 30 days' written notice. The Technical Services Consultant will be entitled to a fee of €600 per day in respect of services (i) and (ii) (as above) requested by the Lessor and separately a fee of €2,000 per month in respect of service (iii) as above, performed on the ongoing basis. Additional, vehicle costs and fees payable to the Irish Aviation Authority will also be the responsibility of the Lessor.

Irish Corporate Services Agreement

The Irish Corporate Services Agreement dated 23 September 2013, between the Lessor and Alter Domus (Ireland) Limited ("**Alter Domus**") pursuant to which the Lessor appoints Alter Domus to provide certain corporate and administrative services to the Lessor in Ireland. Alter Domus will be entitled to a fee of €4,000 per annum in respect of services save for the first year of services for which it will receive a fee of €5,500. The agreement is terminable on 30 days' notice by either party or on immediate notice in certain circumstances, including insolvency or breach of agreement. By a separate deed of indemnity, the Company has agreed to indemnify Alter Domus to the extent permitted by law in respect of losses suffered by Alter Domus in the performance of its services. Such indemnity will not apply where Alter Domus has acted dishonestly or been guilty of fraud, gross negligence or wilful misconduct in the matter or issue in respect of which it seeks indemnity.

Directors' Service Agreement

The Directors' Service Agreement dated 23 September 2013, between Marching Star Limited (the "**Agent**") and the Lessor pursuant to which the Agent nominates Justin Walsh and Aileen McElroy (the "**Irish Directors**") to be appointed and provide their services as directors of the Lessor with effect from 8 July 2013. The Irish Directors' are responsible for the management of the Lessor with all other directors of the Lessor and the Agent is responsible for the permanent activity of the Irish Directors. In the event the Irish Directors are incapable of performing their duties for a period of 15 days, the Agent has the obligation to propose a new Irish Director to the Lessor and failure to propose such director will give the Lessor a right to terminate the agreement. The Agent will be entitled to a fee of €6,000 payable annually plus VAT and the Lessor will reimburse the reasonable travelling expenses and all other reasonable expenses incurred by the Irish Directors in the performance of their duties. For any time spent by the Irish Directors in excess of four standard board meeting per annum, the Lessor will be invoiced separately on a time-spent basis at hourly rate of €200 per hour plus VAT and disbursements (which may vary from time to time) depending upon the level of qualification of the staff involved. The Directors' Service Agreement may be terminated (a) by either party in the event of (i) unremedied breach of the agreement or (ii) with immediate effect by written notification; or (b) automatically in the specific circumstances as set out in the agreement, including (but not limited) the resignation of the Irish Directors. By a separate deed of indemnity, the Company has agreed to indemnify the Irish Directors to the extent permitted by law in respect of losses suffered by them in the performance of their duties. Such indemnity will not apply where the relevant Irish Director has acted dishonestly or been guilty of fraud, gross negligence or wilful misconduct in the matter or issue in respect of which he seeks indemnity.

9. Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company, the Borrowers and the Lessor are aware), which may have or have had during the 12 months immediately preceding the date of this prospectus a significant effect on their respective and/or the Group's financial position or profitability.

10. Related party transactions

None of the Company, the Borrowers nor the Lessor have entered into any related party transactions since their respective incorporation.

11. General

11.1 The Placing of the Shares is being carried out on behalf of the Company by Canaccord Genuity which is authorised and regulated in the UK by the FCA.

- 11.2 No amount or benefit has been paid, or given, to any promoter of the Company or any of their subsidiaries since the incorporation of the Company and none is intended to be paid, or given.
- 11.3 The Issue will represent a significant gross change to the Company. If the Issue proceeds, on the basis that 113,000,000 Shares are issued pursuant to the Placing, the net assets of the Company would be increased by approximately US\$110.5 million. The fees and expenses of the Placing will reduce the earnings or increase the losses of the Company.
- 11.4 As the Shares do not have a par value, the Issue Price of US\$1.00 per Share consists solely of share premium.
- 11.5 None of the Shares available under the Placing are being underwritten.
- 11.6 In relation to the return of the capital on a winding up, the Shares are subordinated to the Loans provided by the Lenders.
- 11.7 Third party information which was obtained by the Company from industry publications, internal surveys conducted by or on behalf of DS Aviation and from publicly available information relating to Norwegian has been accurately reproduced and, so far as the Company is aware and is able to ascertain from information published by that third party and/or publicly available information, no facts have been omitted which would render the information (including the information regarding Norwegian) inaccurate or misleading.
- 11.8 CREST is a paperless settlement procedure enabling securities to be evidenced other than by certificates and transferred other than by written instrument. The Articles of Incorporation of the Company permit the holding of the Shares under the CREST system. The Directors intend to apply for the Shares to be admitted to CREST with effect from Admission. Accordingly it is intended that settlement of transactions in the Shares following Admission may take place within the CREST system if the relevant Shareholders so wish. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so upon request from the Registrars.
- 11.9 Applications have been made to the London Stock Exchange for all existing Shares and Shares to be issued in connection with the Placing to be admitted to trading on the SFM. Application has also been made to the CISX for such Shares to be admitted to listing on the Official List of the CISX. It is expected that Admission will become effective, and that dealings will commence, at 8.00 a.m. on 4 October 2013.
- 11.10 The Company does not own any premises and does not lease any premises.
- 11.11 References to the Lenders in this prospectus do not create nor is it intended that they create any relationship with investors in the financial instruments referred to within this prospectus. Consequently, they will not be treated as customers, clients or investors by the Lenders nor will the Lenders provide investors with investment services or engage in investment activities with those investors for the purposes of the transaction(s) contemplated within this prospectus, as those terms are defined under the rules of the FCA.
- 11.12 The City Code on Takeovers and Mergers ("**City Code**") applies to the Company. Under Rule 9 of the City Code, if:
- (a) a person acquires an interest in shares in the Company which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or
 - (b) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,

the acquiror and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding

shares in the Company at a price not less than the highest price paid for any interests in the Shares by the acquiror or its concert parties during the previous 12 months.

11.13 Part XVIII of the Companies Laws governs situations where a scheme or contract (a **"Scheme"**) involves the transfer of shares in a company (the **"Transferor"**) to a transferee (the **"Transferee"**). If, within 4 months of making an offer in respect of a Scheme, the offer is approved by shareholders comprising 90 per cent. in value of the shares affected (excluding any shares held as treasury shares), the Transferee may, within 2 months after the expiration of those 4 months, give notice to any dissenting shareholder that it desires to acquire his shares (a **"Notice To Acquire"**). Where a Notice To Acquire is given (unless cancelled by the Court), the Transferee is entitled and bound to acquire those shares on the terms set out in the Scheme. Unless the Notice To Acquire has been cancelled by the Court, the Transferee shall, on the expiration of one month from the date of the Notice To Acquire, send a copy of the Notice To Acquire to the Transferor and pay or transfer to the Transferor the consideration required under the Notice To Acquire in respect of those shares, and the Transferor shall thereupon register the Transferee as the holder of those shares. The consideration so received will be paid into a separate bank account and held on trust for the shareholders whose shares were the subject of the Notice To Acquire. A dissenting shareholder may apply to the Court to cancel a Notice To Acquire, within one month of the date of such notice. The Court, on such an application, may cancel the notice or make such order as it thinks fit. It is currently expected that the Companies Laws will be amended in the near future and that the provisions described above will be amended as part of those changes.

11.14 Pursuant to a duly adopted written resolution dated 23 July 2013, conditional upon Admission, the Company, is authorised in accordance with Companies Laws to make market acquisitions (as defined in the Companies Laws) of any of its Shares provided, (i) that the maximum number of Shares authorised to be purchased is 14.99 per cent. of the Company's issued share capital immediately following Admission, (ii) the minimum price (exclusive of expenses) which may be paid for a Share shall be US\$0.01 and (iii) the maximum price (exclusive of expenses) which may be paid for a Share shall be not more than 5 per cent. above the average of the mid-market quotations for a Share derived from the London Stock Exchange for the 5 business days prior to the day the purchase is made. Such authority expires on the date which is 18 months from the date of the passing of such resolution or, if earlier, at the end of the next annual general meeting of the Company following the date of the passing of the resolution. The Directors intend to request that the authority to make market acquisitions of its Shares is renewed at each subsequent annual general meeting of the Company.

12. Working capital

The Group does not have sufficient working capital available to it for its present requirements, that is for at least the next 12 months from the date of this prospectus.

However, the shortfall in working capital relates exclusively to working capital required in order to acquire the Assets. Such financing is subject to the completion of the Placing and the Company agreeing the terms of, and entering into, the Loan Agreements and satisfying the conditions to drawdown under such Loan Agreements. A term sheet has been agreed with the Lenders in relation to the Loans. The Company is therefore confident that it will be able to execute agreements on favourable terms with the Lenders in relation to the Loans.

Relative timing

As further described in Part III of this prospectus, the Placing is not being underwritten and the Placing will not proceed if the Placing Proceeds are less than the Placing Amount.

The Company's entry into the respective Sale Agreements and Lease Novations in relation to each of the Assets is conditional on financing being available to the Company under the relevant Loans. The Company's liability to fund the relevant Sale Price in relation to each of the Assets and proceed with the acquisition of each of the Assets will not arise until the Company has executed the relevant Sale Agreement in relation to the relevant Asset, and the Company will not do so until the relevant Loan Agreement has been agreed with the relevant Lender. Similarly, the Company's obligation to have novated to it the Lease of each Asset to Norwegian will be conditional on a Lender having made financing available to the

Company under the relevant Loan.

Admission is conditional upon the Principal Documents having been entered into.

Shortfall

Pending completion of the Placing and the Principal Documents being executed and becoming unconditional, the shortfall in working capital equates to the Sale Price for each Asset.

In the Directors' opinion, there is no shortfall in respect of the working capital required for the Group's existing operations other than the acquisition of the Assets, as set out above and accordingly there is no requirement for additional funding for such existing operations.

Upon completion of the Placing and the entry into of the Principal Documents (which will be prior to Admission) and the Principal Documents becoming unconditional (which is expected after Admission), the Group will have the working capital required to acquire each Asset.

Implications

If the Company were unable to enter into and execute the Loan Agreements with the Lenders and the Loans were therefore unavailable to the Company, then the Company would need to arrange alternative debt finance to fund the acquisition of the Assets. If such funding were ultimately not available then the Company would be unable to purchase the Assets. In such circumstances, Admission would not take place and no placing monies would be taken.

13. Capitalisation and indebtedness

13.1 As at the date of this prospectus, the Company:

- (a) does not have any secured, unsecured or unguaranteed indebtedness, including indirect and contingent;
- (b) has not granted any mortgage or charge over any of its assets; and
- (c) does not have any contingent liabilities or guarantees.

13.2 As at the date of this prospectus, the Company's issued share capital is one Share which is fully paid.

14. AIFM Directive

The EU Alternative Investment Fund Managers Directive (No. 2011/61/EU) (the "**AIFM Directive**") seeks to regulate managers of private equity, hedge and other alternative investment funds. It imposes obligations on managers who manage alternative investment funds in the EU or who market shares in such funds to EU investors. The AIFM Directive was required to be transposed into the national legislation of each EU member state by 22 July 2013 following a series of consultations from both the European Commission and the European Securities and Markets Authority together with the regulatory bodies appointed at national level by European member states. In order to obtain authorisation under the AIFM Directive, an AIFM would need to comply with various organisational, operational and transparency obligations, which may create significant additional compliance costs, some of which may be passed to investors in the alternative investment fund and may affect dividend returns.

The Company will be categorised as an internally managed non-EU AIFM for the purposes of the AIFM Directive and as such neither it nor the Asset Manager will be required to seek authorisation under the AIFM Directive.

The AIFM Directive currently allows the continued marketing of non-EU alternative investment funds ("**non-EU AIFs**"), such as the Company, by the AIFM or its agent under national private placement regimes where EU member states choose to retain private placement regimes. In relation to the Company, such marketing is subject to the requirement that appropriate cooperation agreements are in place between the supervisory authorities of the relevant EU member states in which the Shares are being marketed and the GFSC, to the requirement that Guernsey is not on the Financial Action Task Force money-laundering

blacklist and to compliance with certain aspects of the AIFM Directive. It is intended that, over time, a passport will be phased in to allow the marketing of non-EU AIFs, such as the Company, and that private placement regimes will be phased out. Both the adoption of the passport and the phasing out of national private placement regimes are subject to certain criteria. Consequently, there may be restrictions on the marketing of the Shares in the EU, which in turn may have a negative effect on marketing and liquidity of the Shares generally. Any regulatory changes arising from implementation of the AIFM Directive (or otherwise) that limit the Company's ability to market future issues of Shares could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

The Company has given written notification to the FCA pursuant to section 59 of The Alternative Investment Fund Managers Regulations 2013 (SI 1773/2013) (the "**AIFM Regulations**") of its intention to market the Shares in the United Kingdom in accordance with the AIFM Regulations and the rules of the FCA.

15. Documents available for inspection

15.1 Copies of the following documents will be available for inspection at the respective registered offices of the Company, the Borrowers, the Lessor and the offices of Norton Rose Fulbright LLP, 3 More London Riverside, London, SE1 2AQ, United Kingdom, during normal business hours on any weekday (Saturdays and public holidays excepted) until the date of Admission:

- (a) the Memorandum and Articles of Incorporation of the Company, the Borrowers and the Lessor respectively; and
- (b) this prospectus.

In addition, copies of this prospectus will be uploaded to the National Storage Mechanism, at (<http://www.hemscott.com/nsm.do>).

Dated: 27 September 2013

PART XI

TERMS AND CONDITIONS OF THE PLACING

1. Introduction

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THE TERMS AND CONDITIONS SET OUT HEREIN ARE DIRECTED ONLY AT PERSONS SELECTED BY CANACCORD GENUITY LIMITED (**CANACCORD GENUITY**) WHO ARE “**INVESTMENT PROFESSIONALS**” FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE “**FPO**”) OR “**HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS ETC**” FALLING WITHIN ARTICLE 49(2) OF THE FPO OR TO PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”). THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS.

THE SHARES THAT ARE THE SUBJECT OF THE PLACING (THE “**PLACING SHARES**”) ARE NOT BEING OFFERED OR SOLD TO ANY PERSON IN THE EUROPEAN UNION, OTHER THAN TO “**QUALIFIED INVESTORS**” AS DEFINED IN ARTICLE 2.1(E) OF DIRECTIVE 2003/71/EC (THE “**PROSPECTUS DIRECTIVE**”), WHICH INCLUDES LEGAL ENTITIES WHICH ARE REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (THE “**FCA**”) OR ENTITIES WHICH ARE NOT SO REGULATED WHOSE CORPORATE PURPOSE IS SOLELY TO INVEST IN SECURITIES.

The Placing Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States (as defined below), and accordingly may not be offered, sold or transferred within the United States of America, its territories or possessions, any State of the United States or the District of Columbia (the “**United States**”) except pursuant to an exemption from, or in a transaction not subject to, registration under the Securities Act. The Placing is being made outside the United States only in offshore transactions (as defined in Regulation S under the US Securities Act (“**Regulation S**”)) meeting the requirements of Regulation S, other than to U.S. Persons or persons acquiring for the account or benefit of US Persons, and may only be made to persons within the United States or to US Persons (or to persons who are acting for the account or benefit of US Persons) who are qualified institutional buyers (“**QIBs**”) within the meaning of Rule 144A (“**Rule 144A**”) under the Securities Act, who are also qualified purchasers (“**QPs**”) as defined in Section 2(a)(51) of the US Investment Company, pursuant to a transaction that is exempt from, or not subject to, the registration requirements of the US Securities Act. The Company has not been and will not be registered under the US Investment Company Act and investors will not be entitled to the benefits of the US Investment Company Act. Persons receiving this prospectus (including custodians, nominees and trustees) must not forward, distribute, mail or otherwise transmit it in or into the United States or to US Persons or use the United States mails, directly or indirectly, in connection with the Placing.

In addition, except with the express written consent of the Company given in respect of an investment in the Company, the Shares may not be acquired by (i) investors using assets of (A) an “employee benefit plan” as defined in Section 3(3) of United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), that is subject to Title I ERISA; (B) a “plan” as defined in Section 4975 of the United States Internal Revenue Code of 1986, as amended (the “**US Tax Code**”), including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (C) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Tax Code or (ii) a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, unless its purchase, holding, and disposition of the Shares will not constitute or result in a non-exempt violation of any such substantially similar law.

This prospectus does not constitute an offer to sell or issue or a solicitation of an offer to buy or subscribe for Placing Shares in any jurisdiction including, without limitation, the United States, Australia, Canada, Japan, New Zealand or South Africa or any other jurisdiction in which such offer or solicitation is or may be unlawful (an “**Excluded Territory**”). This prospectus and the information

contained herein are not for publication or distribution, directly or indirectly, to persons in an Excluded Territory unless permitted pursuant to an exemption under the relevant local law or regulation in any such jurisdiction.

The distribution of this prospectus, the Placing and/or issue of the Placing Shares in certain jurisdictions may be restricted by law and/or regulation. No action has been taken by the Company, Canaccord Genuity or any of their respective affiliates as defined in Rule 501(b) under the U.S. Securities Act (as applicable in the context used, “**Affiliates**”) that would permit an offer of the Placing Shares or possession or distribution of this prospectus or any other publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required. Persons receiving this prospectus are required to inform themselves about and to observe any such restrictions.

Canaccord Genuity, which is authorised and regulated in the United Kingdom by the FCA, is acting for the Company and for no one else in connection with the Placing and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Canaccord Genuity or for affording advice in relation to the Placing, or any other matters referred to herein.

By participating in the Placing, each subscriber for Placing Shares (each a “**Placee**”) by making an oral offer to take up Placing Shares is deemed to have read and understood this prospectus in its entirety and to be providing the representations, warranties, undertakings, agreements and acknowledgements contained in this Part XI of this prospectus.

- 1.1 Each Placee which confirms its agreement (whether orally or in writing) to Canaccord Genuity to subscribe for the Shares under the Placing will be bound by these terms and conditions and will be deemed to have accepted them.
- 1.2 The Company and/or Canaccord Genuity may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and/or may require any such Placee to execute a separate placing letter (a “**Placing Letter**”).

2. Agreement to Subscribe for the Shares

Conditional on: (i) Admission occurring and becoming effective by 8.00 a.m. (London time) on or prior to 4 October 2013 (or such later time and/or date, not being later than 31 October 2013, as the Company, the Asset Manager and Canaccord Genuity may agree); (ii) the Principal Documents having been executed; (iii) the Placing Agreement becoming otherwise unconditional in all respects and not having been terminated on or before 4 October 2013 (or such later date, not being later than 31 October 2013, as the parties thereto may agree); (iv) the Placing Amount being equal to or exceeding US\$113,000,000 million by 3.00 p.m. on 3 October 2013 or such later date as the Company, the Asset Manager and Canaccord Genuity may agree; and (v) Canaccord Genuity confirming to the Placees their allocation of the Shares, a Placee agrees to become a member of the Company and agrees to subscribe for those Shares allocated to it by Canaccord Genuity at the Issue Price. To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

3. Payment for Shares

Each Placee must pay the Issue Price for the Shares issued to the Placee in the manner and by the time directed by Canaccord Genuity. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for the Shares shall be rejected.

4. Participation in, and principal terms of, the Placing

- 4.1 A single price per Placing Share (being the “**Issue Price**”) will be payable to Canaccord Genuity by all Placees.
- 4.2 Prospective Placees will be identified and contacted by Canaccord Genuity.

- 4.3 The Placing is expected to close at noon on 1 October 2013. However, the Company may, with the prior approval of Canaccord Genuity, bring forward or postpone this date. In the event such date is changed, the Company will notify investors who have applied for Placing Shares either by post, by electronic mail or by the publication of a notice through a Regulatory Information Service.
- 4.4 Canaccord Genuity will re-contact and confirm orally to Placees the size of their respective allocations and a trade confirmation will be dispatched as soon as possible thereafter. Canaccord Genuity's oral confirmation of the size of allocations and each Placee's oral commitment to accept the same will constitute a legally binding agreement pursuant to which each such Placee will be required to accept the number of Placing Shares allocated to the Placee at the Issue Price and otherwise on the terms and subject to the conditions set out in this prospectus.
- 4.5 Canaccord Genuity (after consultation with the Company and the Asset Manager) reserves the right to scale back the number of Placing Shares to be subscribed by any Placee in the event of an oversubscription under the Placing. The Company and Canaccord Genuity also reserve the right not to accept offers to subscribe for Placing Shares or to accept such offers in part rather than in whole. Canaccord Genuity shall be entitled to effect the Placing by such method as it shall in its sole discretion determine. To the fullest extent permissible by law, neither Canaccord Genuity, nor any holding company of Canaccord Genuity, nor any subsidiary, branch or affiliate of Canaccord Genuity (each an "**Affiliate**") nor any person acting on behalf of any of the foregoing shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither Canaccord Genuity, nor any Affiliate thereof nor any person acting on its behalf shall have any liability to Placees in respect of its conduct of the Placing. Other than any partial rebate of the Arrangement Fee described elsewhere in this prospectus, no commissions will be paid to Placees or directly by Placees in respect of any Placing Shares. For the avoidance of doubt, the Placing Agent may, at its sole discretion, and in respect of subscriptions under the Placing that exceed US\$7 million, elect to rebate part of any Arrangement Fee to such Placee.
- 4.6 Each Placee's obligations will be owed to the Company and to Canaccord Genuity. Following the oral confirmation referred to above, each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to Canaccord Genuity, to pay to Canaccord Genuity (or as Canaccord Genuity may direct) in cleared funds an amount equal to the product of the Issue Price and the number of Placing Shares which such Placee has agreed to acquire. The Company shall allot such Placing Shares to each Placee following each Placee's payment to Canaccord Genuity of such amount.
- 4.7 All obligations of Canaccord Genuity under the Placing will be subject to fulfilment of the conditions referred to below under "**Conditions of the Placing**".

5. Conditions of the Placing

- 5.1 The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms.
- 5.2 The obligations of Canaccord Genuity under the Placing Agreement are conditional, *inter alia*, on:
- (a) admission occurring by no later than 8.00 a.m. on 4 October 2013 (or such later date as may be agreed between the Company, the Asset Manager and Canaccord Genuity, not being later than close of business on 31 October 2013); and
 - (b) the Company and the Asset Manager and JS Holding (together the "**Asset Manager Parties**"), delivering, by no later than 5.00 p.m. on the business day prior to Admission, to Canaccord Genuity certificates confirming, *inter alia*, that none of the representations, warranties and undertakings given by the Company or the Asset Manager Parties in the Placing Agreement has been breached or was untrue, inaccurate or misleading in any respect when made or, by reason of any event occurring or circumstance arising before the date of the certificates, would cease to be true and accurate were it to be repeated on the date of the certificates.
- 5.3 If (a) the conditions are not fulfilled (or to the extent permitted under the Placing Agreement waived by Canaccord Genuity), or (b) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and each Placee's rights and obligations under the Placing shall cease

and determine at such time and no claim may be made by a Placee in respect thereof. Canaccord Genuity shall have no liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition in the Placing Agreement or in respect of the Placing generally.

- 5.4 By participating in the Placing, each Placee agrees that its rights and obligations hereunder terminate only in the circumstances described above and under “**Right to terminate under the Placing Agreement**” below, and will not be capable of rescission or termination by the Placee.

6. Right to terminate under the Placing Agreement

- 6.1 Canaccord Genuity may at any time before Admission, terminate the Placing Agreement by giving notice to the Company of:

- (a) any statement contained in the prospectus is or has become untrue or incorrect or misleading in any material respect or there has been a material omission therefrom; or
- (b) matters have arisen which would, if the prospectus were issued at that time, constitute a material omission therefrom; or
- (c) any of the Warranties was untrue, or inaccurate, or misleading in any material respect; or
- (d) the Company or the Asset Manager has failed to comply with any material obligation under the Placing Agreement or otherwise relating to the Placing; or
- (e) any other event has occurred which (in the sole opinion of Canaccord Genuity) requires a supplementary prospectus to be published or otherwise results in the prospectus being or becoming misleading in any material respect or makes it inadvisable or inexpedient to proceed with the Placing; or
- (f) the FCA revokes the Company’s entitlements to market the Shares under Section 62 of the AIFM Regulations.
- (g) any addition is made to the membership of the Board (for any reason whatsoever) without the prior written consent of Canaccord Genuity (such consent not to be unreasonably withheld or delayed); or
- (h) a fact or circumstance has arisen which has given or would or is likely to give rise to a claim under Canaccord Genuity’s indemnity on which has caused or would or might or is likely to cause a Warranty to become untrue, inaccurate or misleading, in any material respect at any time before Admission; or
- (i) certain events occur which, in the opinion of Canaccord Genuity arrived at in good faith are likely materially and adversely to affect the financial position, the business or the prospects of the Company or make the success of the Placing doubtful or makes the Placing or the creation of a market in the Shares temporarily or permanently impracticable or inadvisable (in which case the Placing Agent shall consult with the Company and the Asset Manager to the extent practicable prior to exercising its right of termination).

- 6.2 By participating in the Placing, each Placee agrees with Canaccord Genuity that the exercise by Canaccord Genuity of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Canaccord Genuity and that Canaccord Genuity need not make any reference to the Placee in this regard and that, to the fullest extent permitted by law, Canaccord Genuity shall not have any liability whatsoever to the Placee in connection with any such exercise.

7. Prospectus

- 7.1 This prospectus has been published in connection with the Placing and Admission. The prospectus has been approved by the FCA. A Placee may rely only on the information contained in this prospectus in deciding whether or not to participate in the Placing.
- 7.2 Each Placee, by accepting a participation in the Placing, agrees that the content of this prospectus is exclusively the responsibility of the Company and the persons stated therein as accepting

responsibility for the prospectus and confirms to Canaccord Genuity, the Company and the Asset Manager that it has neither received nor relied on any information, representation, warranty or statement made by or on behalf of Canaccord Genuity (other than the amount of the relevant Placing participation in the oral confirmation given to Placees and the trade confirmation referred to below), any of its Affiliates, any persons acting on its behalf or the Company or the Asset Manager other than this prospectus and neither Canaccord Genuity, nor any of its Affiliates, nor any persons acting on their behalf, nor the Company nor the Asset Manager will be liable for the decision of any Placee to participate in the Placing based on any other information, representation, warranty or statement which the Placee may have obtained or received (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons) other than this prospectus. By participating in the Placing, each Placee acknowledges to and agrees with Canaccord Genuity for itself and as agent for the Company that, except in relation to the information contained in this prospectus, it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

8. Registration and settlement

- 8.1 Settlement of transactions in the Placing Shares following Admission will take place within the CREST system, using the DVP mechanism, subject to certain exceptions. Canaccord Genuity reserves the right to require settlement for and delivery of the Placing Shares to Placees by such other means as it may deem necessary, if delivery or settlement is not possible or practicable within the CREST system within the timetable set out in this prospectus or would not be consistent with the regulatory requirements in the Placee's jurisdiction.
- 8.2 Each Placee allocated Placing Shares in the Placing will be sent a trade confirmation stating the number of Placing Shares allocated to it, the Issue Price, the aggregate amount owed by such Placee to Canaccord Genuity and settlement instructions. Placees should settle against CREST ID: 805. It is expected that such trade confirmation will be despatched on 1 October 2013 and that this will also be the trade date. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions which it has in place with Canaccord Genuity.
- 8.3 It is expected that settlement will be on 4 October 2013 on a T+3 basis in accordance with the instructions set out in the trade confirmation.
- 8.4 Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of 2 percentage points above the base rate of Barclays Bank plc.
- 8.5 Each Placee is deemed to agree that if it does not comply with these obligations, Canaccord Genuity may sell any or all of the Placing Shares allocated to the Placee on such Placee's behalf and retain from the proceeds, for its own account and profit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The Placee will, however, remain liable for any shortfall below the aggregate amount owed by such Placee and it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Placee's behalf.
- 8.6 If Placing Shares are to be delivered to a custodian or settlement agent, the Placee should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation.
- 8.7 Insofar as Placing Shares are registered in the Placee's name or that of its nominee or in the name of any person for whom the Placee is contracting as agent or that of a nominee for such person, such Placing Shares will, subject as provided below, be so registered free from any liability to PTM levy, stamp duty or stamp duty reserve tax. If there are any circumstances in which any other stamp duty or stamp duty reserve tax is payable in respect of the issue of the Placing Shares, neither Canaccord Genuity nor the Company shall be responsible for the payment thereof. Placees will not be entitled to receive any fee or commission in connection with the Placing.

9. Representations and Warranties

By agreeing to subscribe for the Shares, each Placee which enters into a commitment to subscribe for the Shares will (for itself and any person(s) procured by it to subscribe for the Shares and any nominee(s) for any such person(s)) be deemed to agree, represent and warrant to each of the Company, the Asset Manager and Canaccord Genuity that:

- 9.1 in agreeing to subscribe for Shares under the Placing, it is relying solely on this prospectus and any supplementary prospectus issued by the Company and not on any other information given, or representation or statement made at any time, by any person concerning the Company or the Placing. It agrees that none of the Company, the Asset Manager and Canaccord Genuity, nor any of their respective officers, agents or employees, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;
- 9.2 the content of this prospectus is exclusively the responsibility of the Company and its Board and apart from the liabilities and responsibilities, if any, which may be imposed on Canaccord Genuity under any regulatory regime, neither Canaccord Genuity nor any person acting on its behalf nor any of its Affiliates makes any representation, express or implied, nor accepts any responsibility whatsoever for the contents of this prospectus nor for any other statement made or purported to be made by them or on its or their behalf in connection with the Company, the Placing Shares or the Placing;
- 9.3 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Shares under the Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, the Asset Manager, or Canaccord Genuity, or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Placing;
- 9.4 it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Shares and it is not acting on a non-discretionary basis for any such person;
- 9.5 it agrees that, having had the opportunity to read this prospectus, it shall be deemed to have had notice of all information and representations contained in this prospectus, that it is acquiring Placing Shares solely on the basis of this prospectus and no other information and that in accepting a participation in the Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for Placing Shares;
- 9.6 it acknowledges that no person is authorised in connection with the Placing to give any information or make any representation other than as contained in this prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by Canaccord Genuity, the Company or the Asset Manager;
- 9.7 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services) of the Finance Act 1986;
- 9.8 it accepts that none of the Placing Shares have been or will be registered under the laws of the United States, Canada, Australia, Japan, New Zealand or South Africa or any other jurisdiction where the availability of the Placing would breach any Applicable Law (an **"Excluded Territory"**). Accordingly, the Placing Shares may not be offered, sold or delivered, directly or indirectly, within any Excluded Territory;
- 9.9 if it is in the United Kingdom, if it is a Relevant Person;

- 9.10 if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the Placing Shares may be lawfully offered under that other jurisdiction's laws and regulations;
- 9.11 if it is a resident in the EEA (other than the United Kingdom), it is a qualified investor within the meaning of the law in the Relevant Member State implementing Article 2(1)(e) of the prospectus Directive (Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU, to the extent implemented in the Relevant Member State));
- 9.12 if it is outside the United Kingdom, neither this prospectus nor any other offering, marketing or other material in connection with the Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Placing Shares pursuant to the Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and Placing Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- 9.13 it acknowledges that neither Canaccord Genuity nor any of its Affiliates nor any person acting on its behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing or providing any advice in relation to the Placing and participation in the Placing is on the basis that it is not and will not be a client of Canaccord Genuity or any of its Affiliates and that Canaccord Genuity and any of its Affiliates do not have any duties or responsibilities to it for providing protection afforded to their respective clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertaking or indemnities contained in the Placing Letter;
- 9.14 it acknowledges that where it is subscribing for Placing Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (i) to subscribe for the Placing Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this prospectus; and (iii) to receive on behalf of each such account any documentation relating to the Placing in the form provided by the Company and/or Canaccord Genuity. It agrees that the provision of this paragraph shall survive any resale of the Placing Shares by or on behalf of any such account;
- 9.15 it irrevocably appoints any Director and any director of Canaccord Genuity to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Placing Shares for which it has given a commitment under the Placing, in the event of its own failure to do so;
- 9.16 it accepts that if the Placing does not proceed or the conditions to the Placing Agreement are not satisfied or the Placing Shares for which valid application are received and accepted are not admitted to listing and trading on the SFM and the CISO (respectively) for any reason whatsoever then none of the Company, Canaccord Genuity, the Asset Manager or any of their affiliates, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- 9.17 it acknowledges that any person in Guernsey who knows, suspects, believes or has reasonable grounds for knowing, suspecting or believing that any person (including the Company or any person subscribing for Placing Shares) is involved in money laundering or terrorist financing activities is under an obligation to report such suspicion to the Financial Intelligence Service pursuant to applicable Guernsey law (including but not limited to the Disclosure (Bailiwick of Guernsey) Law 2007, the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law 1999 and the Terrorism and Crime (Bailiwick of Guernsey) Law 2002);
- 9.18 it acknowledges and agrees that information provided by it to the Company, Registrar or Administrator will be stored on the Registrar's and the Administrator's computer system and manually. It acknowledges and agrees that for the purposes of the Data Protection (Bailiwick of Guernsey) Law 2001 (the Data Protection Law) and other relevant data protection legislation which

may be applicable, the Registrar and the Administrator are required to specify the purposes for which they will hold personal data. The Registrar and the Administrator will only use such information for the purposes set out below (collectively, the “**Purposes**”), being to:

- (a) process its personal data (including sensitive personal data) as required by or in connection with its holding of Placing Shares, including processing personal data in connection with credit and money laundering checks on it;
- (b) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Placing Shares;
- (c) provide personal data to such third parties as the Administrator or Registrar may consider necessary in connection with its affairs and generally in connection with its holding of Placing Shares or as the Data Protection Law may require, including to third parties outside the Bailiwick of Guernsey or the European Economic Area;
- (d) without limitation, provide such personal data to the Company, Canaccord Genuity or the Asset Manager and their respective Associates for processing, notwithstanding that any such party may be outside the Bailiwick of Guernsey or the European Economic Area; and
- (e) process its personal data for the Administrator's internal administration;

9.19 in providing the Registrar and the Administrator with information, it hereby represents and warrants to the Registrar and the Administrator that it has obtained the consent of any data subjects to the Registrar and the Administrator and their respective associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purpose set out in paragraph 9.18 above). For the purposes of this prospectus, “**data subject**”, “**personal data**” and “**sensitive personal data**” shall have the meanings attributed to them in the Data Protection Law;

9.20 in connection with its participation in the Placing it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering (Money Laundering Legislation) and that its application is only made on the basis that it accepts full responsibility for any requirement to verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the Money Laundering Regulations 2007 in force in the United Kingdom; or (ii) subject to the Money Laundering Directive (2005/60/EC of the European Parliament and of the EC Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing); or (iii) subject to the Guernsey AML Requirements; or (iv) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Directive;

9.21 it agrees that, due to anti-money laundering and the countering of terrorist financing requirements, Canaccord Genuity, the Administrator, the Registrar and/or the Company may require proof of identity of the Placee and related parties and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the Placee to produce any information required for verification purposes, Canaccord Genuity, the Administrator, the Registrar and/or the Company may refuse to accept the application and the subscription moneys relating thereto. It holds harmless and will indemnify Canaccord Genuity, the Administrator, the Registrar and/or the Company against any liability, loss or cost ensuing due to the failure to process this application, if such information as has been required has not been provided by it or has not been provided on a timely basis;

9.22 Canaccord Genuity and the Company (and any agent on their behalf) are entitled to exercise any of their rights under the Placing Agreement or any other right in their absolute discretion without any liability whatsoever to them (or any agent acting on their behalf);

9.23 the representations, undertakings and warranties contained in this prospectus are irrevocable. It acknowledges that Canaccord Genuity, the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of the Shares are no longer accurate, it shall promptly notify Canaccord Genuity and the Company;

- 9.24 where it or any person acting on behalf of it is dealing with Canaccord Genuity, any money held in an account with Canaccord Genuity on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Canaccord Genuity to segregate such money, as that money will be held by Canaccord Genuity under a banking relationship and not as trustee;
- 9.25 Any of its clients, whether or not identified to Canaccord Genuity or any of its Affiliates or agents, will remain its sole responsibility and will not become clients of Canaccord Genuity or any of its Affiliates or agents for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;
- 9.26 it accepts that the allocation of Placing Shares shall be determined by Canaccord Genuity (in consultation with the Company and the Asset Manager) in its absolute discretion and that such persons may scale down any Placing commitments for this purpose on such basis as they may determine; and
- 9.27 time shall be of the essence as regards its obligations to settle payment for the Placing Shares and to comply with its other obligations under the Placing.

10. United States Purchase and Transfer Restrictions

By participating in the Placing, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Placing Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, the Asset Manager and Canaccord Genuity that:

- 10.1 if it is located outside the United States, it is not a US Person, it is acquiring the Placing Shares in an offshore transaction meeting the requirements of Regulation S and it is not acquiring the Placing Shares for the account or benefit of a U.S. Person;
- 10.2 if it is located inside the United States or is a US Person, it has received, read, understood and, prior to its receipt of any Placing Shares, returned an executed US Subscription Agreement to the Company for the benefit of the Company and the Asset Manager;
- 10.3 it acknowledges that the Placing Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the US Securities Act;
- 10.4 it acknowledges that the Company has not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;
- 10.5 no portion of the assets used to purchase, and no portion of the assets used to hold, the Placing Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the US Tax Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Tax Code. In addition, if an investor is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, its purchase, holding, and disposition of the Placing Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- 10.6 that if any Placing Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with Applicable Law:

DP AIRCRAFT I LIMITED (THE “**COMPANY**”) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “**US INVESTMENT COMPANY ACT**”). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE “**US SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS EXCEPT IN ACCORDANCE WITH THE US SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE US INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS.

- 10.7 provided, that if any Placing Shares are being sold pursuant to paragraph 10.9(A) below, and if the Company is a “Foreign Issuer” within the meaning of Regulation S at the time of sale, any such legend may be removed upon delivery of the certification described in paragraph 10.9(A) below, and provided further, that, if any Placing Shares are being sold pursuant to paragraph 10.9(B) below, the legend may be removed by delivery to the Company of an opinion of counsel of recognised standing in form and substance reasonably satisfactory to the Company;
- 10.8 if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the Shares, it will do so only in compliance with an exemption from the registration requirements of the U.S. Securities Act and under circumstances which will not require the Company to register under the U.S. Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;
- 10.9 if it is a person described in paragraph 10.1 above and, if in the future it decides to offer, resell, pledge or otherwise transfer any of the Placing Shares, such Placing Shares may be offered, resold, pledged or otherwise transferred only (A) outside the United States to non-US Persons in an offshore transaction in accordance with Rule 904 of Regulation S (including, for example, an ordinary trade over the London Stock Exchange or the CISOX), provided that the Company is a “Foreign Issuer” within the meaning of Regulation S at the time of sale, upon delivery to the Company of a certification in the form set forth in the US Subscription Agreement or otherwise in such form as is reasonably satisfactory to the Company, to the effect that such legend is no longer required under applicable requirements of the US Securities Act, US Investment Company Act or state securities laws, (B) in a transaction that does not require registration under the U.S. Securities Act or any applicable United States securities laws and regulations or require the Company to register under the U.S. Investment Company Act, subject to, if requested by the Company, delivery of an opinion of counsel of recognised standing in form and substance reasonably satisfactory to the Company, or (C) to the Company;
- 10.10 it is purchasing the Placing Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Placing Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;
- 10.11 it acknowledges that the Company reserves the right to make inquiries of any holder of the Placing Shares or interests therein at any time as to such person's status under the US federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under the US securities laws to transfer such Placing Shares or interests in accordance with the Articles;
- 10.12 it acknowledges and understands that the Company is required to comply with the Foreign Account Tax Compliance Act provisions of the US Tax Code (“**FATCA**”) and that the Company will follow FATCA's extensive reporting and withholding requirements beginning in 2014. The investor agrees to furnish any information and documents the Company may from time to time request, including but not limited to information required under FATCA;

- 10.13 it is entitled to acquire the Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Placing Shares and that it has not taken any action, or omitted to take any action, which may result in the Company or Canaccord Genuity, or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Issue or its acceptance of participation in the Placing;
- 10.14 it has received, carefully read and understands this prospectus, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this prospectus or any other presentation or offering materials concerning the Placing Shares to within the United States or to any U.S. Persons, nor will it do any of the foregoing;
- 10.15 if it is acquiring any Placing Shares as a fiduciary or agent for one or more accounts, the investor has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account; and
- 10.16 the Company, the Asset Manager, Canaccord Genuity and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company.

11. Supply and Disclosure of Information

If either of Canaccord Genuity, the Company or any of their agents request any information in connection with a Placee's agreement to subscribe for Placing Shares under the Placing or to comply with any relevant legislation, such Placee must promptly disclose it to them.

12. Miscellaneous

- 12.1 The rights and remedies of Canaccord Genuity and the Company under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 12.2 On application, if a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.
- 12.3 Each Placee agrees to be bound by the Articles (as amended from time to time) once the Shares, which the Placee has agreed to subscribe for pursuant to the Placing, have been acquired by the Placee. The contract to subscribe for Placing Shares under the Placing and the appointments and authorities mentioned in this prospectus will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Canaccord Genuity and the Company, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against a Placee in any other jurisdiction. A final and conclusive judgment under which a sum of money is payable (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or penalty) obtained in the Supreme Court and the Senior Courts of England and Wales, excluding the Crown Court, against the Company in respect of the contract to subscribe for Placing Shares under the Placing pursuant to these terms and conditions after a hearing on the merits would be recognised as a valid judgment by the Guernsey courts and would be enforceable in accordance with and subject to the provisions of the Judgments (Reciprocal Enforcement) (Guernsey) Law 1957.

- 12.4 In the case of a joint agreement to subscribe for Placing Shares under the Placing, references to a **"Placee"** in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.
- 12.5 Canaccord Genuity and the Company expressly reserve the right to modify the Placing (including, without limitation, their timetable and settlement) at any time before allocations are determined.
- 12.6 The Placing is subject to the satisfaction of the conditions contained in the Placing Agreement and the Placing Agreement not having been terminated. Further details of the terms of the Placing Agreement are contained in paragraph 8 of Part X of this prospectus.

PART XII

DEFINITIONS

“Administration Agreement” means the administration agreement between the Company and the Administrator, dated 19 September 2013, a summary of which is set out in paragraph 8 of Part X of this prospectus.

“Administrator” or **“Dexion”** means Dexion Capital (Guernsey) Limited.

“Admission” means admission to trading on the SFM of the Shares becoming effective in accordance with the LSE Admission Standards and admission to listing on the Official List of the CISX.

“Affiliate” in relation to any person means any person for the time being that controls, is controlled by or is under common control with that person, where a person controlling another person means that person having the power to appoint and/or remove all or the majority of that other person's governing body or having the power to control the affairs of that other person.

“Agreed Value” has the meaning given to it in Part VI of this prospectus under the heading *“Insurance”*.

“AIF” means an alternative investment fund under the AIFM Directive.

“AIFM” means an alternative investment fund manager under the AIFM Directive.

“AIFM Directive” means the Alternative Investment Fund Managers Directive which was adopted by the European Parliament on 11 November 2010.

“AIFM Regulations” means the UK Alternative Investment Fund Managers Directive (SI 1773/2013).

“Applicable Law” means, in relation to any jurisdiction, any law, regulation, treaty, directive, decision, rule, regulatory requirement, judgment, order, ordinance, request, guideline or direction or any other act of any government entity of such jurisdiction whether or not having the force of law (but, if not having the force of law, with which parties in the relevant jurisdiction generally comply) and with which any of the parties in the Group, Norwegian, any of its permitted sublessees under the Leases, the Asset Manager and the Loan Finance Parties, is required to comply, or with which it would, in the normal course of its business, comply.

“Arrangement Fee” means a fee payable by the Company to DS Aviation and Canaccord Genuity of, respectively, 1 per cent. and 0.3 per cent. of the Gross Proceeds, payable in two equal instalments on the transfer of title to the Group of the First Asset and the Second Asset respectively.

“Articles of Incorporation” or **“Articles”** means the articles of incorporation of the Company.

“Asset” or **“Assets”** means the First Asset and/or the Second Asset, as the context requires.

“Asset Management Agreement” means the asset management agreement between the Company and DS Aviation, dated 19 September 2013, a summary of which is set out in paragraph 8 of Part X of this prospectus.

“Asset Manager” or **“DS Aviation”** means DS Aviation GmbH & Co. KG.

“Assumptions” means the key assumptions used in calculating target returns set out in this prospectus, as described in Part IX of this prospectus.

“Auditor” or **“KPMG”** means KPMG.

“Boeing” means The Boeing Company.

“Borrower” means, in respect of the First Asset the First Borrower, and in respect of the Second Asset the Second Borrower, collectively the **“Borrowers”**.

“Business Day” means a day on which the London Stock Exchange, the CISX and banks in Guernsey are normally open for business.

“C Shares” means shares of no par value in the capital of the Company, issued as “C Shares” and carrying the rights and being subject to the restrictions set out in the Articles, which will convert into Shares as set out in the Articles.

“Canaccord Genuity” means Canaccord Genuity Limited.

“certificated” or **“certificated form”** means not in uncertificated form.

“CISX” means the Channel Islands Stock Exchange, LBG.

“CISX Listing Rules” means the rules of the CISX governing the listing of securities as amended from time to time.

“CISX Sponsor” means Ogier Corporate Finance Limited.

“Companies Acts” means the Irish Companies Acts 1963-2012, as amended.

“Companies Laws” means The Companies (Guernsey) Law 2008, as amended, together with any ordinances and regulations made thereunder.

“CREST” means the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as **“Operator”** pursuant to the Regulations.

“CREST Agent” means Canaccord Genuity.

“CREST Guernsey Requirements” means such rules and requirements of Euroclear as may be applicable to Guernsey issuers as from time to time specified in the CREST Manual.

“CREST Manual” means the document entitled CREST Manual issued by Euroclear from time to time.

“Delivery Date” means the date that an Asset is delivered from Boeing to the relevant Seller.

“Directors” or **“Board”** means the directors of the Company.

“Director Services Agreement” means an agreement between the Lessor and Marching Star Limited pursuant to which Justin Walsh and Aileen McElroy will provide their services as directors of the Lessor.

“Disclosure and Transparency Rules” means the disclosure and transparency rules made by the FCA under Part VI FSMA.

“Disposal Fee” means the fee payable to DS Aviation under the Asset Management Agreement in respect of any sale or Total Loss of an Asset.

“Dr. Peters” means Dr. Peters Holding GmbH.

“DS Aviation” means DS Aviation GmbH & Co. KG.

“DS Holding” means DS Holding GmbH & Co KG, a parent of DS Aviation.

“Engine” means any of the engines specified in the Lease as being “Engines” in each case whether or not installed on the Asset, together with all records, the manuals and the technical records, technical data and other materials and documents kept in accordance with the requirements of the Lease relating to the relevant Engine, collectively the **“Engines”**.

“ERISA” means the United States Employee Retirement Income Security Act of 1974, as amended.

“Euro” or **“€”** means the lawful currency of the European Union.

“Euroclear” means Euroclear UK & Ireland Limited.

“FCA” means the UK Financial Conduct Authority.

“First Asset” means the Boeing 787-8 aircraft with manufacturer serial number 35304 together with the Engines and, where the context permits, including all records, the manuals and the technical records, technical data and other materials and documents kept in accordance with the requirements of the Lease relating to this Asset.

“First Borrower” means DP Aircraft Guernsey I Limited.

“First ILFC Lease” means the lease agreement dated 27 April 2011 in respect of the First Asset between Norwegian (as lessee) and the Seller (as lessor) (as amended and supplemented from time to time).

“First Lease” means the First ILFC Lease to be novated to the Lessor pursuant to the First Lease Novation.

“First Lease Novation” means the novation (or ‘Assignment, Assumption and Amendment Agreement’) of the First Lease to be entered into between the Seller for the First Asset, the Lessor as new lessor and Norwegian as lessee.

“First Loan” means the loan of US\$79,800,000 to be advanced by the Lenders to the First Borrower pursuant to the First Loan Agreement.

“First Loan Agreement” means the loan agreement to be entered into between the First Borrower and the Loan Finance Parties, a summary of which is set out in Part VIII of this prospectus.

“First Sale Agreement” means the sale and purchase agreement to be entered into between the Lessor and the Seller relating to the purchase of the First Asset.

“FSMA” means the UK Financial Services and Markets Act 2000, as amended.

“GFSC” means the Guernsey Financial Services Commission.

“Gross Asset Value” means the total assets of the Company as determined in accordance with the principles adopted by the Directors.

“Gross Proceeds” means the Placing Proceeds together with the monies to be made available to the Group under the Loan Agreements.

“Group” means the Company, the Borrowers, the Lessor and their subsidiaries from time to time or any one or more of them, as the context may require.

“Guernsey AML Requirements” means the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 together with any ordinances, rules or regulations made pursuant thereto (including, without limitation, the GFSC Handbook for Financial Services Businesses on Countering Financial Crime and Terrorist Financing and the GFSC Handbook for Legal Professionals, Accountants and Estate Agents on Countering Financial Crime and Terrorist Financing).

“Guernsey Companies” means the Company and the Borrowers.

“IFRS” means International Accounting Standards and International Financial Reporting Standards (collectively IFRS) as issued by the International Accounting Standards Board and subsequently adopted by the European Union.

“ILFC” means International Lease Finance Corporation.

“ILFC Leases” means the “First ILFC Lease” and/or the “Second ILFC Lease”, as the context requires.

“Independent Expert Valuer” means a competent, internationally recognised person, independent of each of the Company, Norwegian and each of the Lenders, and which is (a) carrying on the business of,

or engaged in, valuing, and who is competent to value, commercial widebody aircraft and (b) able to assess the condition and value of the Assets.

“IRR” means internal rate of return.

“Irish Corporate Services Agreement” means an agreement between the lessor and Alter Domus Limited pursuant to which Alter Domus (Ireland) Limited will provide certain corporate and administration services to the Lessor

“ISIN” means the International Security Identification Number.

“Issue” means the issue of the Shares pursuant to the Placing.

“Issue Price” means US\$1.00 per Share.

“ISTAT” means the International Society of Transport Aircraft Trading.

“JS Holding” means JS Holding GmbH & Co KG, a parent of DS Aviation.

“Lease” or **“Leases”** means the First Lease and/or the Second Lease, as the context requires.

“Lease Novations” means the First Lease Novation and/or the Second Lease Novation, as the context requires.

“Lease Rentals” means the monthly rental payable by Lessee under the Leases, as further described in Part VI of this prospectus.

“Lender” or **“Lenders”** means Norddeutsche Landesbank Girozentrale (331/3%), DekaBank Deutsche Girozentrale (331/3%) and Helaba Landesbank Hessen Thüringen (331/3%) in respect of each of the Loans.

“Lessee” means Norwegian.

“Lessor” means DP Aircraft Ireland Limited.

“LIBOR” means the London Interbank Offer Rate.

“Liquidity Proposal” means a proposal made by the Directors that the Company should proceed to an orderly wind-up at the end of the term of the Leases.

“Liquidity Proposal Meeting” means a general meeting of the Company convened no later than 31 March 2025 at which the Liquidity Proposal will be presented.

“Liquidity Reserve” means a reserve of the Company accumulated from surplus cashflow from the Leases in order the fund contingencies.

“Loan” or **“Loans”** means the First Loan and/or the Second Loan, as the context requires.

“Loan Agent” means Norddeutsche Landesbank Girozentrale in its capacity as agent under the Loan Agreement.

“Loan Agreement” or **“Loan Agreements”** means the First Loan Agreement and/or the Second Loan Agreement.

“Loan Finance Parties” means the Lenders, the Loan Agent, the Loan Security Trustee and Norddeutsche Landesbank Girozentrale (as hedging provider).

“Loan Repayments” means the monthly in arrears repayments of Loan in accordance with the terms of the Loan Agreements.

“Loan Security Trustee” means the security trustee acting on behalf of the Lenders in relation to the Loan.

“London Stock Exchange” or **“LSE”** means London Stock Exchange plc.

“LSE Admission Standards” means the rules issued by the London Stock Exchange in relation to the admission to trading of, and continuing requirements for, securities admitted to the SFM.

“Memorandum of Incorporation” means the memorandum of incorporation of the Company, the Borrowers or the Lessor, as the context may require, in force from time to time.

“Net Asset Value” or **“NAV”** means the value of the assets of the Company less its liabilities determined in accordance with IFRS.

“NOK” means the lawful currency of Norway.

“Non-Qualified Holder” means any person: (i) whose ownership of Shares may cause the Company's assets to be deemed “plan assets” for the purposes of ERISA or the US Tax Code; (ii) whose ownership of the Shares may cause the Company to be required to register as an “investment company” under the US Investment Company Act (including because the holder of the shares is not a “qualified purchaser” as defined in the US Investment Company Act); (iii) whose ownership of Shares may cause the Company to register under the US Exchange, the US Securities Act or any similar legislation; (iv) whose ownership of Shares may cause the Company not being considered a “Foreign Private Issuer” as such term is defined in rule 3b-4(c) under the US Exchange Act; (v) whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time; or (vi) whose ownership of Shares may cause the Company to be a “controlled foreign corporation” for the purposes of the US Tax Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code).

“Norwegian” means Norwegian Air Shuttle ASA.

“OCFL” means Ogier Corporate Finance Limited.

“Official List” means the official list maintained by the CISX.

“Placing” means the placing of Shares by Canaccord Genuity pursuant to the terms of the Placing Agreement as described in this prospectus.

“Placing Agent” means Canaccord Genuity in its capacity as placing agent under the Placing Agreement.

“Placing Agreement” means the conditional agreement between the Company, JS Holding, DS Aviation and Canaccord Genuity, a summary of which is set out in paragraph 8 of Part X of this prospectus.

“Placing Amount” means US\$113,000,000.

“Placing Proceeds” means the aggregate value of the Shares issued under the Placing (taken at the Issue Price).

“Principal Documents” means the Sale Agreements, the Lease Novations and the Loan Agreements.

“Prospectus Rules” means the prospectus rules made by the FCA under section 73(A) Financial Services and Markets Act 2000.

“Registrar” means Capita Registrars (Guernsey) Limited.

“Registrar Agreement” means the registrar agreement between the Company and the Registrar, dated 19 September 2013, a summary of which is provided in the paragraph 8 of Part X of this prospectus.

“RIS” means a regulatory information service.

“Risk Factors” means the risk factors pertaining to the Company set out on pages 17 to 27 of this prospectus.

“Sale Agreement” or **“Sale Agreements”** means the First Sale Agreement and/or the Second Sale Agreement, as the context requires.

“Second Asset” means the Boeing 787-8 aircraft with manufacturer serial number 35305 together with the Engines and, where the context permits, including all records, the manuals and the technical records, technical data and other materials and documents kept in accordance with the requirements of the Lease relating to this Asset.

“Second Borrower” means DP Aircraft Guernsey II Limited.

“Second ILFC Lease” means the lease agreement dated 27 April 2011 in respect of the Second Asset between Norwegian (as lessee) and the Seller (as lessor) (as amended and supplemented from time to time).

“Second Lease” means the Second ILFC Lease to be novated to the Lessor pursuant to the Second Lease Novation.

“Second Lease Novation” means the novation (or ‘Assignment, Assumption and Amendment Agreement’) of the Second Lease to be entered into between the Seller for the Second Aircraft, the Lessor as new lessor and Norwegian as lessee.

“Second Loan” means the loan of US\$79,800,000 to be advanced by the Lenders to the Second Borrower pursuant to the Second Loan Agreement.

“Second Loan Agreement” means the loan agreement to be entered into between the Second Borrower and the Loan Finance Parties, a summary of which is set out in Part VIII of this prospectus.

“Second Sale Agreement” means the sale and purchase agreement to be entered into between the Lessor and the Seller relating to the purchase of the Second Asset.

“Seller” means:

- (a) in respect of the First Asset, Wilmington Trust SP Services (Dublin) Limited, not in its individual capacity but solely as trustee under Aircraft 78B-35304 (Ireland) Trust; and
- (b) in respect of the Second Asset, Wilmington Trust SP Services (Dublin) Limited, not in its individual capacity but solely as trustee under Aircraft 78B-35305 (Ireland) Trust.

“SFM” means the Specialist Fund Market of the London Stock Exchange plc.

“Share” or **“Shares”** means ordinary preference shares of no par value in the capital of the Company issued as ‘Ordinary Preference Shares’ and carrying the rights and obligations set out in the Articles.

“Shareholder” means a holder of Shares, collectively the **“Shareholders”**.

“Shareholding” means a holding of Shares.

“Sterling” or **“£”** means the lawful currency of the United Kingdom.

“Subordinated Administrative Shares” means subordinated administrative shares of no par value in the Company issued as ‘Subordinated Administrative Shares’ and carrying the rights as set out in the Articles.

“Technical Services Agreement” means an agreement between the Lessor and the Technical Services Consultant in respect of the matters more specifically set out in paragraph 8 of Part X of this prospectus

“Technical Services Consultant” means GerMic Aviation Safety and Regulatory Consultants Ltd.

“Total Loss” means in relation to any property, any of the following events:

- (a) the actual or constructive total loss of such property (including any damage to such property which results in an insurance settlement on the basis of a total loss, or requisition for use or hire of an Asset which results in an insurance settlement on the basis of a total loss);
- (b) such property being destroyed or damaged beyond repair, or the use of such property for transportation of persons is prohibited by the Aviation Authority or otherwise in accordance with Applicable Law affecting aircraft of the type of an Asset for a period exceeding six (6) consecutive calendar months by reason of Applicable Law;
- (c) the Compulsory Acquisition of such property; or
- (d) the hijacking, theft, confiscation, capture, detention, seizure or requisition for use or hire of such property, other than where the same amounts to Compulsory Acquisition of such property, which deprives the operator of the use of the relevant Asset for more than ninety (90) consecutive days, excluding requisition for use or hire by any government entity of the State of Registration.

“Trust” means the trust created by the Trust Agreement.

“Trust Agreement” means the trust agreement in relation to the First Asset or the Second Asset to be entered into between the Lessor (as trustee) and the relevant Borrower (as beneficiary) and the “Trust Agreements” means both trust agreements in relation to the Assets.

“UK Corporate Governance Code” means the Financial Reporting Council’s UK Corporate Governance Code 2012.

“UK Transfer Agent” means Capita Registrars as appointed by the Registrar pursuant to the Registrar Agreement.

“uncertificated form” or **“in uncertificated form”** means recorded on the register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST.

“United States” or **“US”** means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia.

“US Dollar” or **“US\$”** means the lawful currency of the United States.

“US Exchange Act” means the US Securities Exchange Act of 1934, as amended.

“US Investment Company Act” means the US Investment Company Act of 1940, as amended.

“US Person” has the meaning given to it in Regulation S under the Securities Act.

“US Securities Act” means the US Securities Act of 1933, as amended.

“US Subscription Agreement” means the form of subscription agreement to be entered into between the Company and any investor who is located in the United States or is a US Person prior to delivery of Shares to such investor.

“US Tax Code” means the US Internal Revenue Code of 1986, as amended.