

Order Form

CALL-OFF REFERENCE: **CR_2163**

AUTHORITY: The Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance)

UKEF ADDRESS 1 Horse Guards Road, London SW1A 2HQ

THE SUPPLIER: Allen & Overy LLP

SUPPLIER ADDRESS: One Bishops Square, London E1 6AD

REGISTRATION NUMBER: OC306763

DUNS NUMBER: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 11th November 2022

It's issued under the Framework Contract with the reference number **CR_2163** for the provision of Legal Advice Services in respect of the UK Export Finance supported financing of two (2) Boeing 787-9 aircraft and two (2) Boeing 737 MAX aircraft (together, the "**Aircraft**") for [REDACTED] (the "**Company**"), which Aircraft will be subleased to [REDACTED].

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - ~~Joint Schedule 6 (Key Subcontractors)~~
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - ~~Joint Schedule 12 (Supply Chain Visibility)~~
 - Call-Off Schedules
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - ~~Call-Off Schedule 5 (Pricing Details)~~
 - ~~Call-Off Schedule 7 (Key Supplier Staff)~~
 - ~~Call-Off Schedule 8 (Business Continuity and Disaster Recovery)~~
 - ~~Call-Off Schedule 9 (Security)~~
 - ~~Call-Off Schedule 10 (Exit Management)~~
 - ~~Call-Off Schedule 14 (Service Levels)~~
 - ~~Call-Off Schedule 15 (Call-Off Contract Management)~~
 - ~~Call-Off Schedule 20 (Call-Off Specification)~~
 - Call-off-Schedule 24 (Affiliate Firm)
4. Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility)

~~6. [Call Off Schedule 4 (Call Off Tender) as long as any parts of the Call Off Tender that offer a better commercial position for the UAEF (as decided by the UAEF) take precedence over the documents above.]~~

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

The Supplier agrees that NEXI as reinsurer shall be a client of record who is entitled to rely on the advice provided by the Supplier under this Call-Off Contract and shall enter into an arrangement to give this effect (if required).

CALL-OFF START DATE: 11 November 2022

CALL-OFF EXPIRY DATE: 03 January 2024

CALL-OFF INITIAL PERIOD: 1 year, 2 months

CALL-OFF DELIVERABLES:

The deliverables resulting from the requirement are expected to include legal advice from counsel in England, the States of Delaware, New York and Washington, Ireland, the Republic of Korea and Mexico, as further detailed below:

- 1 English counsel:
- 2 [REDACTED]
- 3 State of Delaware law counsel:
- 4 [REDACTED]
- 5 State of New York law counsel:
- 6 [REDACTED]
- 7 State of Washington law counsel:
- 8 [REDACTED]
- 9 Irish counsel:
- 10 [REDACTED]
- 11 Republic of Korea law counsel:
- 12 [REDACTED]
- 13 Mexican law counsel:

[REDACTED]

MAXIMUM LIABILITY:

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 and 11.8 of the Core Terms.

It is agreed that for all purposes under the Framework Contract and each Call-Off Contract, the Core Terms shall be amended and restated in the form set out in the Appendix hereto.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED].

CALL-OFF CHARGES

UKEF ACCOUNT WORK CHARGES

None

AEROSPACE SECTOR CUSTOMER CHARGES

- English counsel (Allen & Overy LLP): Estimate of £[REDACTED] based on Framework Prices
- Mexican counsel (Ritch, Mueller y Nicolau, S.C.): Estimate of USD [REDACTED]
- Republic of Korea counsel (Kim & Chang): Cap of USD [REDACTED]
- New York counsel (Allen & Overy New York): Estimate of USD [REDACTED]
- Delaware counsel (Allen & Overy New York): Estimate of USD [REDACTED]
- Washington/South Carolina counsel (Davis Wright Tremaine LLP): Cap of USD [REDACTED]
- Irish counsel (Matheson LLP): Estimate of EUR [REDACTED]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices).

REIMBURSABLE EXPENSES UKEF

None.

PAYMENT METHOD

Supplier to liaise with relevant Aerospace Sector Customer.

IF APPLICABLE UKEF'S ENVIRONMENTAL POLICY

N/A

IF APPLICABLE UKEF'S SECURITY POLICY

N/A

SECURITY MANAGEMENT PLAN

N/A

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Partner

[REDACTED]@allenoverly.com

One Bishops Square

London E1 6AD

United Kingdom

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Every six months from the date of this Order Form (or the following Working Day if such date is not a Working Day).

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS FOR UKEF ACCOUNT WORK ONLY

N/A

ADDITIONAL INSURANCES

N/A

SOCIAL VALUE COMMITMENT

N/A

For and on behalf of the Supplier:

Signature:

[REDACTED]

Name:

[REDACTED]

Role:

[REDACTED]

Date:

11/11/2022

For and on behalf of the UKEF:

Signature:

[REDACTED]

Name:

[REDACTED]

Role:

[REDACTED]

Date:

14/11/2022

Appendix

Core Terms



Core Terms.pdf