

**Order Form**

CALL-OFF REFERENCE: CR-20230627-012

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: Norton Rose Fulbright LLP

SUPPLIER ADDRESS: 3 More London Riverside, London, SE1 2AQ

REGISTRATION NUMBER: OC328697

DUNS NUMBER: N/A

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated \_\_\_\_\_ 2023.

It's issued under the Framework Contract with the reference number CR\_1901 for the provision of Legal Advice Services to implement USD LIBOR transition amendments in respect of the UK Export Finance supported financing of two (2) Boeing 787-9 aircraft with manufacturer's serial numbers [REDACTED] for [REDACTED] (the "**Company**").

## 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 [REDACTED] as reinsurer in respect of the financing for [REDACTED] (as applicable) shall be a client of record in respect of the financing for [REDACTED] who is entitled to rely on the advice provided by the Supplier under this Call-Off Contract in respect of the financing for [REDACTED] and shall enter into an arrangement to give this effect (if required).

**CALL-OFF START DATE:** 27 June 2023

**CALL-OFF EXPIRY DATE:** 31 December 2023

**CALL-OFF INITIAL PERIOD:** 6 months

**CALL-OFF DELIVERABLES:**

The deliverables resulting from the requirement are expected to include legal advice from counsel in England, Cayman Island, Netherlands, State of Delaware and Ireland as further detailed below.

## 1 English counsel (each Aircraft):

- [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £

## None

- English counsel (Norton Rose Fulbright LLP): [REDACTED] based on Framework Prices
- Cayman Islands counsel (Walkers): [REDACTED]
- Dutch counsel (Norton Rose Fulbright LLP): [REDACTED]
- Delaware counsel (Morris, Nichols, Arsht & Tunnell LLP): [REDACTED]
- Irish counsel (Matheson) – [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]

ParisEight - 40 rue de Courcelles, 75008 Paris, France

**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]

[REDACTED]

Role: Partner

Date:

**For and on behalf of UKEF:**

Signature:

[REDACTED]

Name: [REDACTED]

[REDACTED]

Role: Co-Head of  
Legal (Interim)

Date: