



UK Export
Finance

1 Horse Guards Road
London
SW1A 2HQ

T +44 (0) 207 271 8010

gov.uk/uk-export-finance

3 July 2023

Allen & Overy LLP
Herbert Smith Freehills LLP
Norton Rose Fulbright LLP
Watson Farley & Williams LLP
White & Case LLP
Winston & Strawn LLP

[By email only]

Re: Request for a quotation for subsequent contract: LIBOR replacement, restructuring and other services relating to ECA-supported financing for [REDACTED]

Dear Sirs,

We refer to the framework agreement for legal advisory and representation services related to the implementation and monitoring of aircraft financing for Airbus aircraft (ref: DJG 2020/04) to which you and we (amongst others) are party (the "**Framework Agreement**") consisting of, *inter alia*, the tender commitment (ATTR11) dated 27 April 2021, the Terms of Reference and the General Terms.

Capitalised terms used in this letter have the meaning given to them in the Framework Agreement save as otherwise defined herein.

1. THE SUBSEQUENT CONTRACT

Further to article 4 of the Terms of Reference (TERMS AND CONDITIONS OF AWARDED SUBSEQUENT CONTRACTS), we hereby request that you bid for a subsequent contract (the "**Subsequent Contract**") covering, *inter alia*, the provision of assistance for documenting the proposed amendments required to:

- (a) amend the financing documentation to replace the USD LIBOR interest rate with an alternative risk-free rate (which is anticipated to be CME Term SOFR) in respect of eight (8) Airbus A320-200 aircraft with MSNs [REDACTED] (the "**A Aircraft**") for [REDACTED] and certain affiliates (the "**Company**");
- (b) restructure the financing documentation in respect of two (2) Airbus A320-200 aircraft with MSNs [REDACTED] (the "**B Aircraft**") for the Company to allow for certain amendments in respect of remote fleet monitoring programs, inspections, insurances, reinsurances, cut-through arrangements, subleasing, operational covenants and the events of default as a result of the recent Chapter 11 case of the Company;
- (c) restructure the financing documentation in respect of twenty (20) Airbus A320-200 aircraft with MSNs [REDACTED] (the "**C Aircraft**" and, collectively with the A Aircraft and the B Aircraft, the "**Aircraft**") for the Company to allow for certain amendments in respect of remote fleet monitoring programs, inspections, insurances, reinsurances, cut-through

arrangements, subleasing, operational covenants and the events of default as a result of the recent Chapter 11 case of the Company;

in each instance subject to ECA review and approval.

The Subsequent Contract covers the scope of work described in Schedule 1 (the “**Initial Transaction**”), as well as any additional Relevant Services related to the Company, as described in Schedule 2 (the “**Potential Future Transactions**”), which may be ordered by one or more Export Credit Agencies from time to time through the issuance of one or more purchase orders as detailed in clause 3 of this letter (“**Purchase Orders**”).

UK Export Finance, as the fronting Export Credit Agency, will be in charge of awarding the Subsequent Contract and for monitoring the performance of the Initial Transaction. However, Purchase Orders may be issued by any Export Credit Agency and such Export Credit Agency will monitor performance of any corresponding Potential Future Transaction(s).

The Subsequent Contract is entered into without any guarantee or assurance as to the minimum or maximum amount of services to be rendered, or remuneration to be provided, thereunder. No exclusivity will be conferred by the award of the Subsequent Contract so that the Export Credit Agencies reserve the right to order Relevant Services relating to the Company under a separate Subsequent Contract and/or to procure services from third parties outside the Framework Agreement.

The Subsequent Contract and the execution of the Relevant Services thereunder will be governed by the contractual documents (and their respective priority) set out in articles 3.1 and 3.2 of the Terms of Reference.

2. CONTENT AND SELECTION OF OFFERS

In accordance with the terms of the Framework Agreement, you are requested to respond in writing, within the specified deadline, in the form of a tender containing the following elements:

- a fee quote proposal: for the Initial Transaction and each Potential Future Transaction, including:
 - (i) for the Initial Transaction (Schedule 1): a maximum fee quote proposal in euros based on hourly rates which are no higher than the maximum rates which you provided in the Financial Appendix to the Framework Agreement in euros, and a maximum fee quote proposal in euros from each relevant local counsel.
 - (ii) for each Potential Future Transaction (Schedule 2): For English law lead counsels only (not required for local counsels) - an hourly rate proposal (similar or no higher than the maximum rates which you provided in the Financial Appendix to the Framework Agreement), an estimated number of hours and a maximum fee quote in euros. Such fee proposals remain subject to clause 3 of this letter (*Purchase Orders*).
- a technical memorandum including: a description of your relevant experience in relation to the subject matter of each of the Initial Transaction and each Potential Future Transaction, your team, techniques, methods and a suggested timeline for the Initial Transaction (the “**Technical Memorandum**”);
- a confirmation that you have identified no conflict of interest in acting for the Export Credit Agencies, in accordance with article 5 of the Terms of Reference; and
- any other pertinent information that you wish to provide.

Your tender and the tenders received from other Contractors will be assessed based on the following weighted award criteria and the Subsequent Contract will be awarded to the Contractor receiving the best overall grade:

1. Price (being specified that the prices proposed should be based on prices that are at least as advantageous as the maximum prices of the relevant Contractor's Financial Appendix of the Framework Agreement) (financial terms relating to the Initial Transaction and each Potential Future Transaction): **20%**
2. Ability of the relevant Contractor to respect the proposed schedule for the performance of the Subsequent Contract: **20%**
3. Expertise and suitability of the relevant Contractor's dedicated team in light of the specificities of the Initial Transaction and each Potential Future Transaction: **60%**

Please note that for the calculation of the relevant Contractor's grade for criterion 1 (Price), the maximum price for the Initial Transaction (including the maximum fee quotes from each relevant local counsel) and the aggregate maximum fee quotes for the Potential Future Transactions as stated in Schedule 2 will each be weighted with 50%.

Tenders for the Subsequent Contract must be drafted in English.

Tenderers may raise questions or seek clarification regarding this request which must be submitted not later than two days prior to the tender submission deadline below.

Tenders must be received at the latest on 10 July 2023 at 17:00 (GMT) at the following electronic address:

[REDACTED]

The email to which your tender is attached shall include in the subject line: "Subsequent Contract: LIBOR replacement, restructuring and other services relating to ECA-supported financing for [REDACTED]".

Tenders will be reviewed (and potentially dismissed) in accordance with the Framework Agreement, including without limitation article 4.2 (*Selection criteria for the tenders applicable to Subsequent Contracts*) of the Terms of Reference. Tenders shall be evaluated by a panel comprising a minimum of two (2) UKEF legal advisers. Any tender received after the above-stated deadline will not be considered unless the tenderer can provide evidence that the delay was caused by a systemic failure beyond their control.

In the event of failure to submit a tender due to a conflict of interest, you must inform UKEF at the above-mentioned e-mail address.

Contractors remain bound by their tender for a period of 90 days from the above-mentioned deadline for submission of tenders.

UKEF may declare, at any time, that the consultation is closed. In this case, no Contractor may claim any compensation or indemnity.

3. PURCHASE ORDERS

Further to clause 1 (*The Subsequent Contract*) of this letter, the Contractor which is awarded the Subsequent Contract (the "**Appointed Contractor**") may be requested in the future to advise the Export Credit Agencies on further transactions involving the Company, including Potential Future Transactions, by way of Purchase Order.

The Appointed Contractor will be requested to provide at the time of each Purchase Order a revised fee estimate taking into account:

- the scope of work of the relevant Potential Future Transaction as outlined in the Purchase Order,
- the Appointed Contractor's hourly rates; and
- a maximum fee estimate provided by the Appointed Contractor.

The maximum fee estimate in respect of the Purchase Order may deviate from the corresponding original fee estimate provided in Schedule 2 only for objective reasons duly justified by the Appointed Contractor, and in all cases shall be based on the hourly rate proposal referred to in clause 2(ii) of this letter and shall be subject to the approval of the relevant Export Credit Agency.

Notwithstanding the above, the Appointed Contractor will not benefit from any exclusivity regarding Potential Future Transactions, so that the Export Credit Agencies reserve the right to order these services under a new Subsequent Contract of the Framework Agreement and/or to use the services of third parties from outside the Framework Agreement.

4. NO INDEMNITY

No compensation, indemnity nor right to repayment of costs will be owed to you or any other Contractor with respect to the time spent and expenses incurred for the purpose of responding to this request for quotation.

5. APPOINTMENT

The Appointed Contractor will be required to provide legal advice to the Export Credit Agencies. The Appointed Contractor may also be appointed to provide advice to any of the Agent(s), Security Trustee and lender(s) (the "Banks"). However, in case of a conflict of interest, the Appointed Contractor will cease acting for the Banks and will only act for the Export Credit Agencies, subject to article 5.2 of the Terms of Reference. Legal opinions will be addressed to all three Export Credit Agencies.

6. PAYMENTS

Upon confirmation of the Appointed Contractor's invoice by the relevant Export Credit Agency such invoice should be sent by the Appointed Contractor to the Company for payment. In accordance with article 10.8 of the General Terms, no Export Credit Agency shall be responsible for the payment of any fees, disbursements or other expenses charged or incurred by the Appointed Contractor or any law firms or professional advisers engaged by the Appointed Contractor.

7. CONFIDENTIALITY

The existence and the terms of this letter and your tender should be regarded as confidential information within the meaning of article 9 of the Terms of Reference.

8. DISPUTE RESOLUTION

Review proceedings relating to the procurement process leading to the award of the Subsequent Contract may be filed with the courts of England.

In the hope of receiving a tender from you within the time allowed, we thank you for your consideration and look forward to hearing from you.

Yours faithfully,



Director of Legal and Compliance (Interim)
UK Export Finance

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

[REDACTED]

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 - [REDACTED]

Schedule 2

Purchase Orders in relation to the Company

	Type of work for one (1) aircraft	Hourly rates*	Estimated number of hours	Maximum fees in euros ¹
1	Advising on all the aspects of a restructuring of the financing of an aircraft			
2	Advising on all aspects of the prepayment of the financing of an aircraft			
3	Advising on all aspects of the repayment of the financing of an aircraft			
4	Advising on all aspects of any new sublease of an aircraft, in accordance <i>inter alia</i> with the requirements of the finance documentation			
5	Advising on all aspects of any engine and/or APU swap in respect of an aircraft, in accordance <i>inter alia</i> with the requirements of the finance documentation			
6	Advising on the change of guarantor or any security party			
7	Advising on the change of shareholder of the Company (or any other party to the finance documents, other than a finance party)			
8	Advising on all aspects relating to the change of an administrative party			
9	Advising on all aspects of the transfer of a participation in the loan			
10	Advising on any breach of the finance documentation and any associated reservation of rights letter and/or waiver letter and/or amendment to the finance documentation			
11	Advising on any amendment to standard covenants of the finance documentation (such as for example financial covenants)			
12	Advising on all aspects of a plain vanilla financing for a first aircraft, based <i>inter alia</i> on a lease to the Company and a loan to the lessor (the Plain Vanilla Financing)			
13	Advising on all aspects of a Plain Vanilla Financing for a subsequent aircraft based on a repeat deal			

¹ The proposed fees shall only include the fees of the Contractor's English law team and shall not include the fees of any local counsel. The Contractor is requested to provide a maximum fee estimate. Please note that any other method of pricing will not be taken into consideration.

14	Advising on all aspects of a financing by way of a direct mortgaged loan for a first aircraft			
15	Advising on all aspects of a financing by way of a direct mortgaged loan for a subsequent aircraft based on a repeat deal			
16	Advising on all aspects of a tax lease financing (such as <i>inter alia</i> , without limitation, a JOLCO) backed with a loan to the lessor (the Tax Lease Financing), for a first aircraft			
17	Advising on all aspects of a Tax Lease Financing for subsequent aircraft based on a repeat deal			
18	Advising on all aspect of a financing or refinancing by way of a bond issue for a first aircraft			
19	Advising on all aspects of a financing or refinancing by way of a bond issue for subsequent aircraft based on a repeat deal			
20	Advising on interest rate replacement			
21	Any other matters which may arise during the life of the financings for each aircraft		Not Applicable	Not Applicable

* no higher than the rates provided in the Financial Appendix of the Framework Agreement