

Order Form

CALL-OFF REFERENCE: UKEF-C2837

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 Shearman Sterling 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 16/10 2024.

It's issued under the Framework Contract with the reference number CR_1520 for the provision of Legal Advice Services to implement the substitution of aircraft and operating lease security in respect of the UK Export Finance supported financing of up to three (3) Boeing 787-9 aircraft with manufacturer's serial numbers [REDACTED], [REDACTED] and/or [REDACTED] (the "**Aircraft**") for [REDACTED] (the "**Company**") and associated amendment, restatement, supplement and/or novation of transaction documentation (the "**Transaction**").

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:

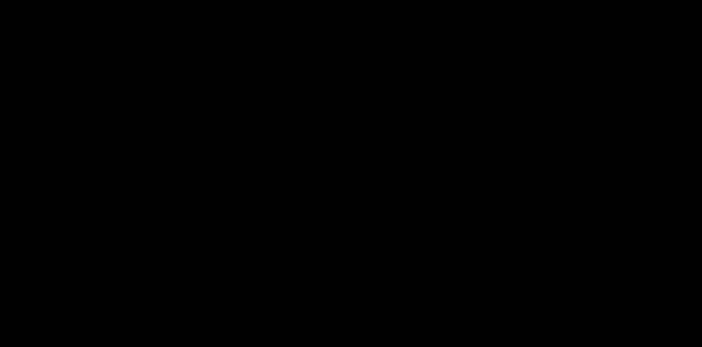
1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation)
3. The following Schedules in equal order of precedence:

- Joint Schedules

- ☐ Joint Schedule 2 (Variation Form)
- ☐ Joint Schedule 3 (Insurance Requirements)
- ☐ Joint Schedule 4 (Commercially Sensitive Information)
- ☐ [REDACTED]
- ☐ Joint Schedule 7 (Financial Difficulties)
- ☐ Joint Schedule 10 (Rectification Plan)
- ☐ Joint Schedule 11 (Processing Data)
- ☐ [REDACTED]

- Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)

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- Call-off-Schedule 24 (Affiliate Firm)

- #### 4. Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility)

6. 

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 may, if UK Export Finance notifies the Supplier accordingly, 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: 5 September 2024

CALL-OFF EXPIRY DATE: 4 September 2025




CALL-OFF INITIAL PERIOD: 12 months

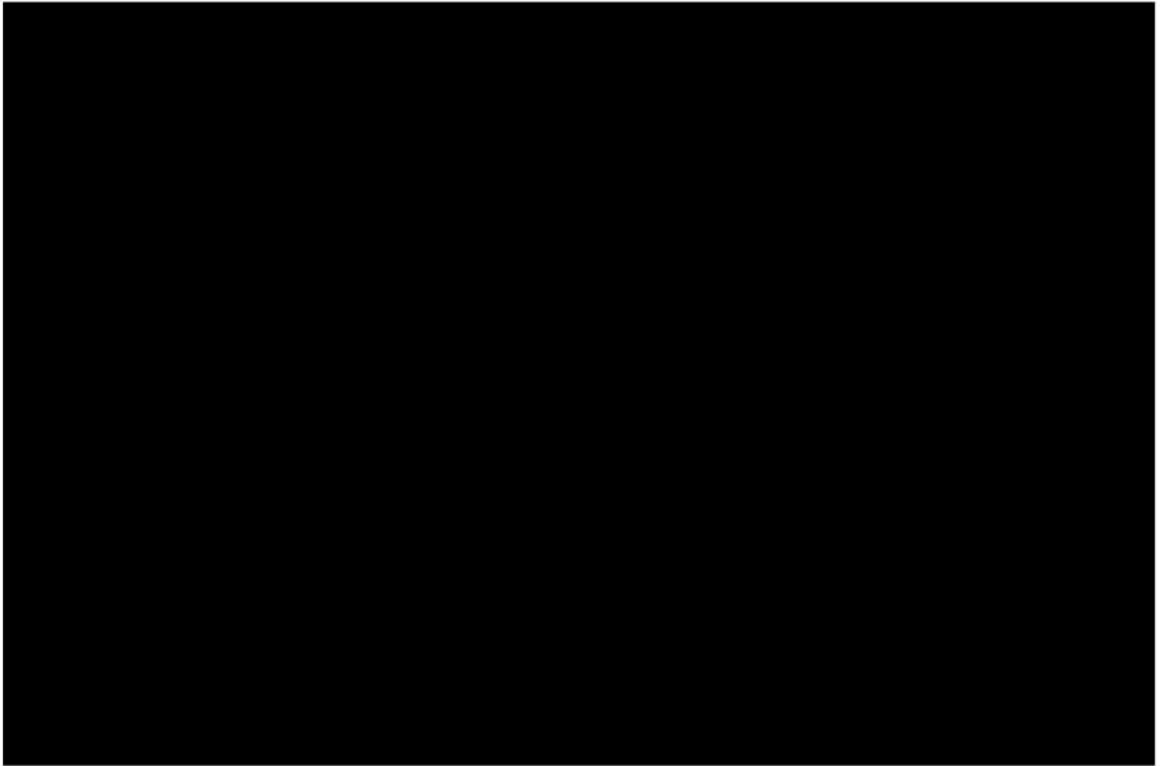
CALL-OFF OPTIONAL EXTENSION PERIOD 1 month or multiples thereof up to a maximum of 6 months (0.5 years)

CALL-OFF DELIVERABLES:

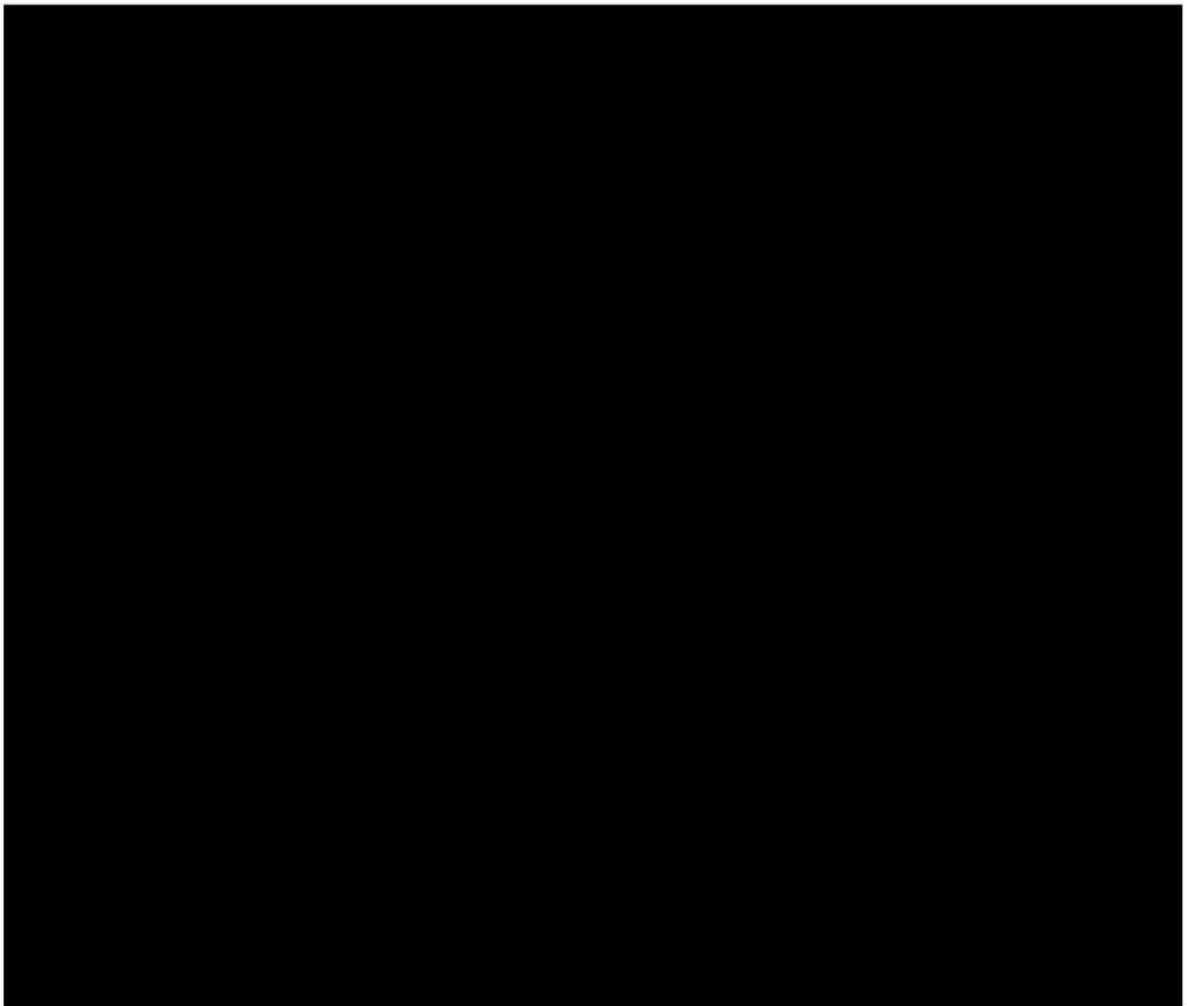
The deliverables resulting from the requirement are expected to include legal advice from counsel in England and other jurisdictions, as further detailed below:

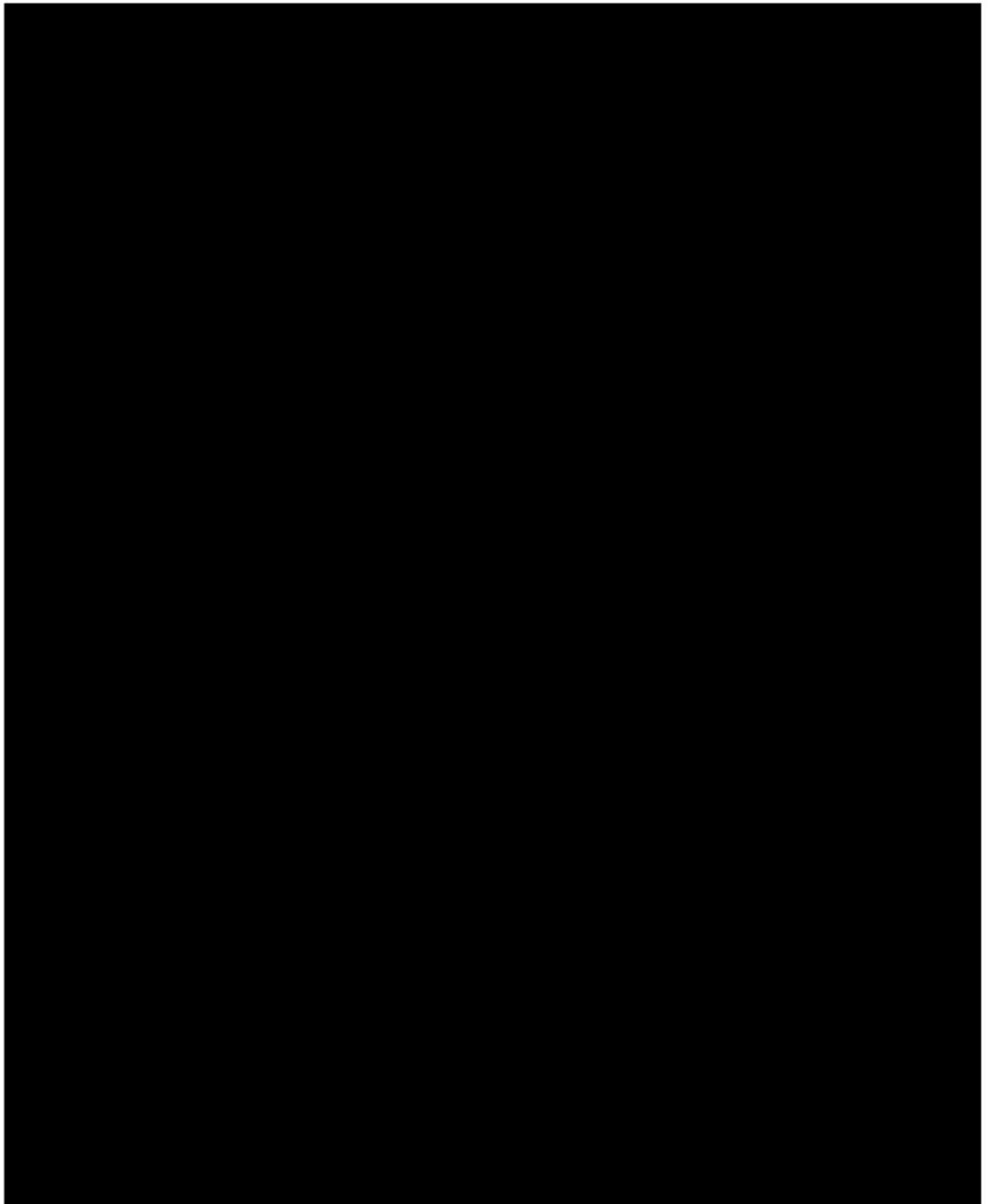
1 Summary of the Transaction:

- (a) (a) The Transaction involves effecting amendments to the existing finance documentation in respect of each relevant Aircraft which is ultimately to be substituted, to replace all security and associated rights and obligations in respect of such Aircraft and its current operating lease arrangements with security, rights and obligations in respect of a substitute Boeing aircraft (each a “**New Aircraft**”) and its operating lease arrangements (each a “**New Operating Lease**”) on terms agreed between the lenders and the Company (and approved by UK Export Finance). The guarantee provided by one of the  guarantors  (“”) for the financing will also be released. Prior to the closing of the first Aircraft substitution, the existing documentation relating to each Aircraft will be amended so that the aircraft engines currently affixed to such Aircraft are accurately reflected for the purposes of the relevant leasing arrangements.

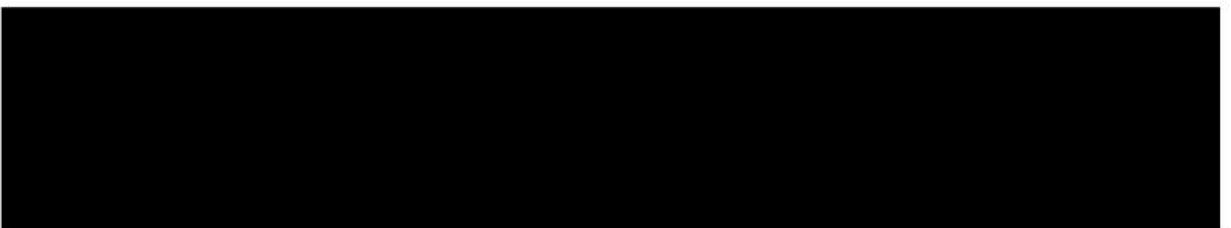


2 English counsel:



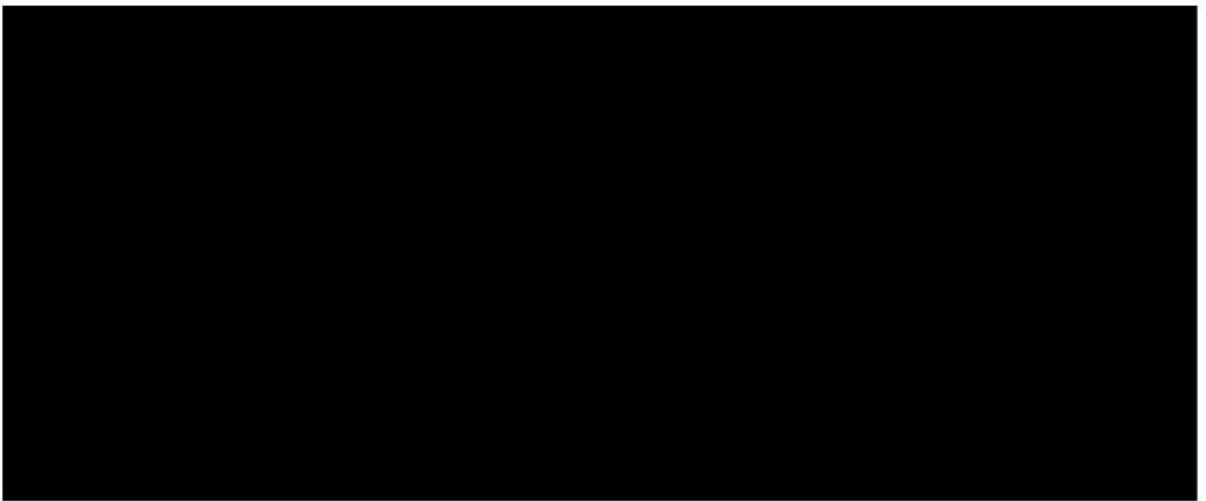


3 Each of Cayman Island law, State of Delaware law, Irish law and Bermudan law counsel:

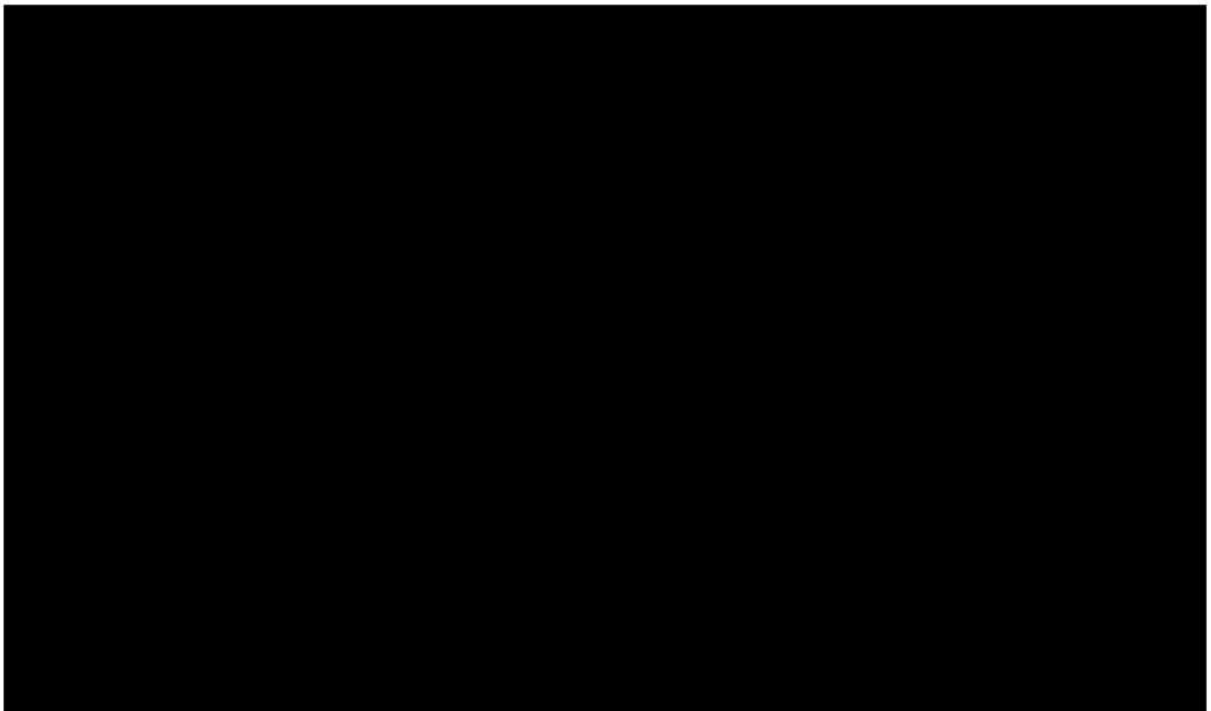




4 Chilean law counsel



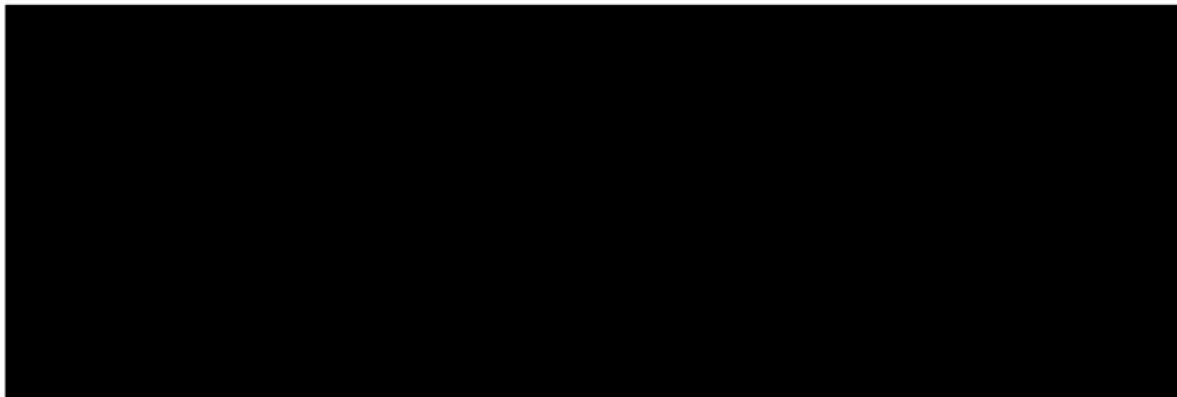
5 Legal counsel in the jurisdiction(s) of each New Sub-Lessee and (if different) the state of registration of each relevant New Aircraft which is to be subject of a substitution:



6 State of Washington law counsel:



7 French law counsel:



8 Legal counsel in the jurisdiction in which transfer of title to each relevant Aircraft and New Aircraft will take place



MAXIMUM LIABILITY:

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

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

CALL-OFF CHARGES

UKEF ACCOUNT WORK CHARGES

None

AEROSPACE SECTOR CUSTOMER CHARGES

- English counsel (A&O Shearman LLP): estimate of [REDACTED] based on Framework Prices
- Cayman Islands counsel: [REDACTED]
- State of Delaware counsel: [REDACTED]
- Irish counsel: [REDACTED]
- Bermuda Counsel: [REDACTED]
- Chilean Counsel: [REDACTED]
- State of Washington counsel: [REDACTED]
- French counsel: [REDACTED]
- Counsel in the jurisdiction(s) of the New Sub-Lessee and (if different) the state of registration of [REDACTED] and [REDACTED]: [REDACTED]
- Counsel in the jurisdiction(s) in which transfer of title to each relevant Aircraft will take place: [REDACTED]

For the purposes of paragraph 8 of Framework Schedule 3, the applicable GBP-EUR exchange rate for all Supplier Fees due under this Call-off Contract (determined as at 27/08/2024) is 1:1.1852

For the purposes of paragraph 8 of Framework Schedule 3, the applicable GBP-USD exchange rate for all Supplier Fees due under this Call-off Contract (determined as at 27/08/2024) is 1:1.3235

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

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]

One Bishops Square, London E1 6AD

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:



Name:




Role: Partner

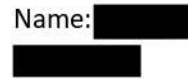
Date: 16/10/2024

For and on behalf of UAE:

Signature:



Name:



Role: Director of
Legal and
Compliance

Date: 16/10/2024