

**BBAM LIMITED PARTNERSHIP  
OUTSIDE COUNSEL GUIDELINES**

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## **I. Adoption and Applicability of Guidelines**

BBAM Limited Partnership (together with its subsidiaries, “BBAM”) has adopted these Outside Counsel Guidelines (hereinafter ‘Guidelines’) document in order to standardize our processes and procedures in connection with legal matters in which BBAM is involved. This document will set forth our expectations and assist in creating a more effective working relationship with outside counsel.

The main objectives for the adoption of these Guidelines are to achieve greater consistency and efficiency in matter handling across and within outside counsel, standardize requirements in furtherance of more streamlined processes, and improve cost savings. We expect all outside counsel to adhere to these Guidelines. However, nothing in these Guidelines is in anyway intended to interfere with your professional judgment or duties as an advocate representing the interests of BBAM.

These Guidelines are effective for all work performed from October 1, 2019 forward, and are applicable to all outside counsel and vendors assigned to work on legal matters for BBAM or any of its subsidiaries. In the event of a conflict with any other guidelines or policy document, retention agreement or engagement letter, these Guidelines shall prevail. You may not depart from these guidelines without written approval from your BBAM contact. BBAM encourages outside counsel to raise any questions regarding its Guidelines and billing expectations.

BBAM reserves the right to modify these Guidelines at any time and will provide outside counsel at least 30 days notice prior to any substantive modifications taking place.

## **II. Conflicts of Interest**

Prior to being retained, BBAM expects its outside counsel to investigate and resolve any potential conflicts of interest it may have in representing BBAM and its managed vehicles. Outside counsel must affirmatively represent to BBAM that it has done so and that no conflicts preventing its representation were found to exist and/or that any conflicts have been fully resolved. If any actual or potential conflicts are found, outside counsel must identify them in writing for BBAM to review and consider prior to confirming any engagement. All requests to waive an actual or potential conflict shall be submitted in writing on firm letterhead to the attention of Vincent Cannon or Richard Stollo of BBAM. BBAM will not pay for any time or costs incurred by outside counsel in fulfilling this obligation.

## **III. Retention/Engagement**

Outside counsel is engaged for BBAM by the BBAM attorney (“BBAM Contact”) with knowledge of the matter. Others at BBAM do not normally have authority to expand or modify the scope of the engagement or otherwise manage the rendering of legal services to BBAM. If someone other than your BBAM Contact requests a change in the scope of services to be rendered, you must consult with your BBAM Contact and obtain his/her approval of the change.

Matters will be assigned to outside counsel through BBAM’s chosen matter management and electronic billing provider, LexisNexis, a division of Reed Elsevier Inc. - CounselLink™. You may be instructed to accept the matter assignment within CounselLink or the matter may be automatically accepted on behalf of your firm.

## **IV. Staffing**

Your firm has been selected to represent BBAM based on its expertise and efficiency. To achieve efficiency and value, the roles and responsibilities of the staff members should be clearly defined and appropriate to each individual’s qualifications and level of experience. BBAM expects its outside counsel to staff projects appropriately based on the nature and complexity of the legal work, engaging the smallest

number of knowledgeable professionals necessary to the matter to get the job done well. A balance should be struck between the efficiency a more experienced lawyer brings to a given task and the advantages of having other tasks performed by a less senior lawyer or paralegal. Attorney, paralegal, and legal assistant time billed should not include tasks that are more appropriate for clerical or secretarial personnel, such as stamping or numbering documents, indexing or tagging exhibits, organizing files or reproducing documents. Please review the Clerical and Administrative task list below so it is clear which tasks should not be billed no matter who performs the work. Duplication of effort within the firm is to be avoided. BBAM will not pay for tasks or work done that appears duplicative.

We ask that you use reasonable judgment when involving more than one attorney or timekeeper in internal and external meetings, telephone conferences and similar situations. We will not reimburse you for time firm counsel and paralegals spend in giving each other periodic matter status reports. BBAM will not pay for tasks that are supervisory in nature including instructions regarding work assignments.

BBAM does not expect to be billed and will not pay for time submitted by librarians, secretaries, billing, filing, clerks, internal messengers/couriers, law clerks, summer associates, temporary or clerical support staff, word processors, and IT professionals.

BBAM expects to be informed and consulted on the engagement of any experts, consultants, litigation support vendors and e-discovery vendors. Prior approval should be obtained before hiring any third party vendors on non-litigation matters. Outside counsel is responsible to insure all third party vendors are aware of and comply with this Guidelines document when applicable.

## **V. Matter Management & Reporting Requirements**

BBAM may find it necessary to impose other billing requirements and policies during the engagement as appropriate to effectively and efficiently manage the matter. Prior notice will be given and the matter discussed with counsel if this is deemed necessary. Please discuss the reporting requirement of your BBAM Contact for each matter you are assigned.

## **VI. Alternative Fee Arrangements**

BBAM is receptive to alternatives to the conventional hourly billing model, including the use of fixed or flat fees, blended rates, contingency fees, etc. We encourage your firm to consider and propose alternative legal spend arrangements at the inception of matters whenever feasible. These alternative fee arrangements will be agreed to in writing and implemented using CounselLink.

## **VII. Billing and Expense Guidelines**

### **A. Rates**

Unless otherwise agreed, billing is to be at the current approved hourly rate less any agreed discount. Law firms will submit a Fee Offer of current individual timekeeper rates for those timekeepers who perform work for BBAM through CounselLink for review and approval by BBAM. Charges submitted at a rate that exceeds the approved CounselLink Fee Offer rate for a timekeeper will be reduced to the approved rate.

## B. Invoicing

Beginning January 2020 with invoices for work performed in January 2020, ALL invoices will be submitted to BBAM through CounselLink. Instructions on how to submit invoices to CounselLink are attached hereto as Exhibit A “Invoice Submission”.

**BBAM requires that all firms continue to submit a commercial invoice along with their electronic invoice, by attaching their commercial invoice as a PDF to the invoice submitted through CounselLink. Invoices submitted without a commercial invoice will be rejected.** A commercial invoice is a formal invoice on your law firm’s letterhead which includes your firm’s name and address; invoice number and date; and a description of the service and dates of service. In addition, if amounts invoiced are subject to VAT, the commercial invoice must include the firm’s VAT registration number; the amount subject to VAT; the amount not subject to VAT; and the VAT amount.

From time to time, a matter may involve multiple entities managed and/or serviced by BBAM, and you may be asked to submit multiple invoices or to split a single invoice among two or more entities. Please clarify at the outset with your BBAM Contact for each matter you are assigned.

*A separate invoice must be submitted for each matter for which your firm has performed work during the relevant time period.*

## C. Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number not to exceed 50 characters
- Invoice date
- Matter name
- BBAM’s matter number
- Date services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the service provided or task performed for each specific task.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

We prefer that the narrative description of the service provided or task performed by timekeepers includes a simple description of the task performed (for standard hourly billing) or the agreed fixed fee line item (for fixed fee based invoices).

## D. Time Frames for Billing

Invoices for transactional matters should be invoiced following the closing of the transaction. For other matters, unless otherwise approved, invoices should be submitted monthly, the month following the date in which the service is provided or cost incurred. Charges for time expended or costs incurred which are greater than 120 days old at the time of invoice submission are considered untimely and may not be paid. Invoices will not be accepted if delivered more than 180 days after a matter has been closed.

## E. Clerical Tasks

BBAM will not reimburse outside counsel for the clerical tasks regardless of the personnel performing the task. These non-reimbursable tasks include but are not limited to the following:

- Calendaring/docketing
- Word processing
- Data processing
- Faxing documents
- Mailing documents
- Preparing transmittal letters
- Photocopying documents or files
- Organizing documents or files
- Updating documents or files
- Labeling
- Printing documents
- Collating or Bates stamping documents
- Document indexing
- Scanning or coding documents
- Binding documents
- Other general clerical tasks

#### **F. Administrative**

BBAM will not reimburse for administrative tasks that it would expect to be included in the outside counsel billing rates. Non-reimbursable tasks include but are not limited to:

- Preparation of timesheets and invoices
- Preparation of the budget, work plan or staffing proposal
- All tasks related to conflicts checking
- Receiving and processing mail/faxes/email
- Scheduling appointments, events, depositions, conferences, deliveries, or travel
- Interacting with vendors and vendor invoice processing (calls, processing invoices etc.)
- Secretarial billings
- Database administration including maintenance, data loading, data conversion etc.
- Internal messengers
- Attendance at seminars, continuing legal education or conferences
- Other general administrative tasks

#### **G. Legal Research**

Legal research should be undertaken when necessary to protect BBAM's interests. BBAM will pay for time spent conducting necessary legal research. We would normally expect research projects to be conducted by experienced associates instead of partners. We expect to benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist we will pay only for actual time spent updating or tailoring the same to our needs. BBAM will not pay for research regarding fundamental concepts or local rules, the understanding of which is assumed by your firm's retention.

#### **H. Third-Party Disbursements**

Whenever possible, outside counsel should pay all third-party invoices (e.g., listing fees, corporation fees, expert witnesses, court reporters, etc.) and then submit those charges as disbursements on the firm's monthly invoice to BBAM as an expense item, with supporting documentation/invoice attached using the 'Document Attachment' feature in CounselLink. Should you have any questions regarding a particular third-party invoice, please contact BBAM to discuss handling.

## **I. Expenses**

Each expense or disbursement shall be billed at actual out-of-pocket cost. No mark-ups or administrative fees may be added, nor will they be paid by BBAM. Each expense or disbursement should be itemized with a description sufficient for review, units, price per unit and total cost. BBAM may refuse to pay for disbursements billed as “miscellaneous,” billed in a group, (i.e. Travel expenses \$4000.00) or disbursements without any description. Specific expenses and disbursements, reimbursable and non-reimbursable, are addressed in the sections below.

## **J. Law Firm Overhead**

BBAM will not reimburse for the following overhead expenses that should be considered part of the firm’s cost of doing business. Such expenses include but are not limited to:

- Electronic research (i.e. Lexis, Westlaw, CourtLink)
- Overtime expenses including overtime hours, meals and transportation
- Temporary staff charges
- Office rent/utilities
- Office supplies
- First class postage
- Interest on unpaid invoices
- In-house accounting fees
- Internet service fees
- Cellular telephone charges
- Local or long distance charges
- Facsimile charges
- Firm conference rooms
- Temporary office space
- Equipment rental
- Storage charges
- Laser printing
- Case management or litigation software or systems
- Computer hardware and software
- IT charges/database administration including database maintenance
- Costs of computer support or IT professionals
- Temporary word processing or clerical staff (regular and overtime charges)
- Internal messengers and couriers
- Subscriptions, books, periodicals, publications
- Professional association fees
- Group outings or hospitality
- Client entertainment
- Business meals or refreshments during the course of a work day (unless associated with travel, trials, meetings or depositions)
- Local mileage – 50 miles or less

## **K. Photocopies**

BBAM will not pay for photocopies.

## **L. Express Mail/Messengers**

BBAM will pay for Federal Express, Express Mail, or other overnight messenger/courier charges, including the use of next morning delivery, when the use of such services is necessitated by time or other constraints. Use of such services is left to our counsel's reasonable discretion.

## **M. Telephone & Facsimile**

BBAM will not pay for local or long distance telephone calls, or mobile telephone calls. BBAM will not pay for receipt or delivery of facsimile transmissions. It is preferred that, when feasible, correspondence and documents be transmitted by secure e-mail.

## **N. Travel**

BBAM expects that its outside counsel will use travel time spent on BBAM matters as productively as possible. BBAM will not pay for non-productive travel time unless prior approval is received. Charges for attorney/staff time during travel shall not be billed if the time is spent doing work on non-BBAM matters or is billed to another client. If the travel involves another client, BBAM expects to only be billed for its proportionate share for both time and expenses.

BBAM will reimburse reasonable and actual charges for transportation, lodging and meals necessary for effective representation. Personal travel expenses will not be reimbursed. Personal travel expenses include salon expenses, alcohol or other mini-bar expenses, in-room or in-flight movies or entertainment, laundry, excess baggage expenses, travel agency expenses, shoe shines, toiletries, and luggage. Please discuss arrangements for international travel in advance with BBAM.

### **1. Air Travel**

Air travel should be economy or coach class for all flights except that businessclass may be used for (a) flights which are more than six hours in length and (b) overnight flights which are more than four hours in length with BBAM approval. BBAM will not reimburse the cost of first class travel, and expects that travel arrangements will be made far enough in advance to take advantage of any available cost effective discounts or special rates. Air travel receipts should be attached to the invoice using the Document Attachment feature in Counsellink. See the instructions for attaching documents in Exhibit B.

### **2. Accommodations**

BBAM expects outside counsel to use good judgment when choosing accommodations and will compensate for hotel expenses consistent with reasonably priced business accommodations for the geographical region. BBAM has negotiated preferred rates in many cities, and outside counsel are encouraged to consult with their BBAM contact before booking. Overnight parking will be compensated if a rental car is necessary. Hotel expenses should be itemized with the daily rate and the number of days and the receipts should be attached to the invoice using the Document Attachment feature in Counsellink.

### **3. Meals**

BBAM will reimburse for meals while outside counsel is traveling on BBAM business. Meals should be consistent with the average moderately priced meals for the geographical region. BBAM will not reimburse for any meals not associated with travel unless prior approval has been received from BBAM counsel.

### **4. Ground Transportation**

Unless it is more cost effective to do otherwise, or prior approval has been received from BBAM, public transportation including taxis and ride sharing apps, rather than rental vehicles should be utilized. If it is necessary to utilize a rental car BBAM will reimburse for up to mid-size class. BBAM will also reimburse for tolls and parking when a rental care is required. BBAM will also not reimburse for limousines or town cars unless it is the most cost effective means of transportation.

Should outside counsel use a personal vehicle for approved travel, mileage will be reimbursed at the current IRS rate. Local mileage (under 50 miles) will not be reimbursed.

### **VIII. Confidentiality**

The Company may provide outside counsel with copies of confidential and proprietary information relevant to the work outside counsel is performing on BBAM's behalf. None of these documents or materials should be used by outside counsel directly or indirectly of any purpose other than in connection with their representation of BBAM.

### **IX. Sarbanes-Oxley**

BBAM serves as the external manager and servicer of Fly Leasing Limited, a NYSE-listed public company. BBAM expects that your firm will act in accord with Section 307 of the Sarbanes-Oxley Act of 2002 and all rules enacted pursuant to the Act. We expect that you have an internal policy or process in place to assure compliance with these provisions. Copies of any reports prepared pursuant to this act should also be sent to Vincent Cannon and the relevant BBAM contact. All questions concerning any reporting should be directed to Vincent Cannon of BBAM.

### **X. Closing Sets; Records Retention**

#### **1. Closing Sets**

It is critical to BBAM's operations that closing sets relating to transactional matters and financings are delivered to BBAM quickly and accurately. Upon completion of transactional matter or financing for BBAM, lead counsel to BBAM are required to provide (a) an electronic closing set including executed PDFs and MS word execution versions of all documents within three business days after closing; (b) a thumb drive or CD in draft within 30 days after closing; and (c) a definitive electronic closing set and all original records required by BBAM within 90 days after closing. ***Invoices should not be submitted for payment, and will not be paid, prior to the delivery of item (b).***

#### **2. Records Retention**

Upon completion of an assignment for BBAM, all original records or documents must be returned to BBAM. All other documents or other information gathered through the course of the assignment may not be destroyed except with written permission of the BBAM contact. If notified by BBAM that any information in your firm's possession is subject to a Litigation Hold, all relevant information should be preserved unless otherwise directed by a member of the BBAM legal department.

### **XI. Media Contact**

All inquiries from the media regarding any of BBAM's legal or business matters will be handled by BBAM personnel. If outside counsel is contacted by the media, inquiries must be directed to Vincent Cannon or Richard Strollo. You should also notify the BBAM contact responsible for the matter. Outside counsel is not at liberty to speak to the media regarding any BBAM matters without the express approval of BBAM.

### **XII. Use of BBAM Name (including any subsidiaries or managed vehicles)**

Your firm is not authorized to use the BBAM name or the name of any of its subsidiaries or managed vehicles in any firm marketing materials, websites, presentations unless written approval has been

received from the BBAM legal department. In addition, discussion of any BBAM legal matters during presentations, round tables or seminars is strictly prohibited.

### **XIII. Corporate Responsibility**

BBAM is committed to pursuing environmental and green initiatives. BBAM requests that, whenever practicable and reasonable, its law firms and vendors consider the environment before printing documents, use electronic means for the transmission/filing of documentation, and use technology in lieu of travel in making appearances.

## **EXHIBIT A**

### **INVOICE SUBMISSION**

#### **Invoice Submissions**

To secure prompt and accurate payments to your firm, invoices in structured data format (LEDES) submitted via the web site [www.counselink.net](http://www.counselink.net) are preferred. When necessary, we will accept invoices, in other formats, including e-mailing a soft copy or mailing a hard copy of your invoice.

#### **Submission of a Structured Data File to CounselLink**

- Export the invoice to the LEDES (ASCII) structured data format
- Log into [www.counselink.net](http://www.counselink.net) using your assigned login and password
- Click on the Upload Invoice link on the law firm home page
- Browse to the saved LEDES invoice, select it and click "Open"
- Complete any other necessary information on the Invoice Submission page and click "Submit File"

#### **Creating an Invoice in CounselLink (U.S. currency only)**

- Log into [www.counselink.net](http://www.counselink.net) using the provided login and password
- Click on the Matter Search link on the law firm home page
- Search for the matter on which the invoice is to be submitted
- Select "Create Invoice" from the Action bar dropdown
- Enter information on the "Edit Invoice Screen" if applicable and click on Submit
- Enter fees and expenses from the invoice screen
- Submit invoice

#### **Alternative Forms of Submission**

**Email:** You may create invoices using your preferred output format and email them to the office of CounselLink. You may email documents in the following formats: .pdf, .doc, .txt, and .xls.

Multiple files may be attached to one email, but only one invoice per file. Please include any necessary backup documentation (receipts, etc.) at the end of the invoice file and not as a separate file attachment.

There is a 6 MB size limit. Note that you may also upload receipts directly in CounselLink when the emailed invoice has been uploaded to your client.

Please do not use the "return receipt" option in your email program. A verification email will be sent that includes a confirmation number for each invoice attachment. This confirmation number should be retained for tracking purposes.

Invoices should be sent as an attachment to:

[counsellinkinvoices@lexisnexis.com](mailto:counsellinkinvoices@lexisnexis.com)

**Note:** The subject line and body of the email are *not* read as this email is not monitored. Invoices that do not meet minimum CounselLink requirements are rejected. An email is sent to the original sender of the invoice as well as individuals in the Accounts Receivable role within the law firm office. The rejection message will contain information on the action needed to correct the issue(s) which is preventing CounselLink submission.

**Paper:** An original copy of an invoice on white paper. If submitting paper invoices, a separate invoice must be submitted for each matter. When submitting invoices for multiple matters at one time, each invoice must begin on a new sheet of paper and must have a unique numerical identifier. Unique invoice numbers for individual matters may be created by adding a suffix to the invoice number created by your system (e.g., 12345-1, 12345-2, 12345-3, etc.)

Paper invoices should be sent to:

LexisNexis  
Attn: CounselLink Invoices  
1801 Varsity Drive  
Raleigh, NC 27606

## **Invoice Returns**

Invoices and the charges they reflect that in all respects conform to this Policy will be promptly processed for payment. Invoices or charges that do not conform to this Policy may be returned to your firm, in whole or in part, for correction. Invoices may also be returned for the following reasons:

- Firm has not acknowledged these guidelines
- Invoice is not in the proper format
- Invoice contains a math error
- No invoice number
- Duplicate invoice number
- Invoice date is in the future
- Charge date is in the future
- Invoice is an exact duplicate of previous invoice
- Fee charge does not contain date, timekeeper, units and rate
- Time increments not in tenths of an hour
- Unknown timekeeper
- No approved rate
- Expense charge has no description
- Unknown or incorrect LF Matter ID
- At Client's discretion

## **CounselLink Customer Support**

CounselLink technical expertise is available to our outside counsel at no cost.

For technical support, please contact LexisNexis CounselLink's Customer Support Department at 800-600-2282, option 2, then 1. If outside the United States, please contact +1-919-378-2713.

## EXHIBIT B

### DOCUMENT ATTACHMENT

Law firms are able to attach case supporting documents such as pleadings, status reports and third-party invoices electronically to either an invoice or a matter. Outside counsel may be requested to upload specific documents to a matter or invoice. Documents will be permanently attached to the invoice or matter unless removed by the individual who attached them. Only the law firm and Client will be able to view the documents. Most document formats are accepted including PDF files.

**PLEASE DO NOT USE DOCUMENT ATTACHMENT TO SUBMIT LAW FIRM INVOICES.**

#### Attaching a document to an Invoice (e.g. expense receipts)

- Log in to <http://www.counselink.net>
- From the Home page, click on either **Created** or **Scheduled** Invoices (dependent upon the status of your invoice)
- Click on the **CounselLink Invoice Number**
- To add or search for a document, click on the **Documents** link
- To add a document, click on the **Add Document** link
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button
- Select the **Category** from the drop down
- Select **“Yes”** from the **Shared** drop down
- Select **“Public”** from the **Access Level** drop down
- Enter a free form description of the document in the **Description** box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**

#### Attaching a document to a Matter (e.g. Initial Report, pleadings, summaries)

- Log in to <http://www.counselink.net>
- From the Home page, click on **Matter Search**
- Enter the **Matter Search** criteria
- Click on the **Matter ID** or **Matter Title**
- Select **Documents** from the **Action** drop down
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button
- Select the **Category** from the drop down
- Select **“Yes”** from the **Shared** drop down
- Select **“Public”** from the **Access Level** drop down
- Enter a free form description of the document in the **Description** box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**