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| **TM** |
|  |
| **GATS Amendment Instrument** |
| **(GATS Trust Instrument)** |
|  |
| **US TRUST BRANCH** |
| **Delaware Common Law Trust** |
|  |
|  |
| **Trust Branch:** | United States (DE) |
| **Trust UIN:** | [####] |
| **Name of Trust:** | GATS Trust [*####*] |
| **Date:** | [*to be automatically populated by the GATS Platform*] |
|  |  |

**THIS GATS AMENDMENT INSTRUMENT** is dated as of [*date*] (this **Instrument**)

**BETWEEN**

1. the BENEFICIARY; and
2. the TRUSTEE in its capacity as trustee of the GATS Trust and, where expressly stated, in its individual capacity as the TRUST COMPANY.

**IT IS AGREED AS FOLLOWS**:

1. Definitions

Unless otherwise defined in this Instrument, capitalized terms used in this Instrument have the meaning given to them in the GATS Trust Instrument (including those incorporated by reference to the Master Terms). In this Instrument, unless the contrary intention appears:

1. **Beneficiary** means the person identified as the ‘Beneficiary’ in Schedule 2 (*Parties and Notice Details*).
2. **Effective Date** means the date as of which this Instrument is executed and delivered, as described on the cover page to this Instrument.
3. **GATS Trust** means the trust created or migrated into GATS pursuant to the GATS Trust Instrument with the name and UIN as identified in Schedule 1 (*Description of GATS Trust*).
4. **GATS Trust Instrument** means the GATS Trust Instrument relating to the GATS Trust between the Beneficiary and the Trustee, as amended, supplemented, assigned and transferred from time to time prior to the effectiveness of this Instrument pursuant to one or more other GATS Trust Documents (other than this Instrument) each of which is more particularly described in Part 3 (*Amendments to Description of GATS Trust Documents*) of Schedule 3 (*Amendments*).
5. **Trustee** means the person identified as the ‘Trustee’ in Schedule 2 (*Parties and Notice Details*).
6. Permitted GATS Amendments
	* + 1. With effect from and including the Effective Date:

to the extent not identical, schedule 2 (*Parties and Notice Details*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with Schedule 2 (*Parties and Notice Details*); and

the GATS Trust Instrument is amended in accordance with Schedule 3 (*Amendments*).

* + - 1. Except as amended and supplemented by this Instrument, the GATS Trust Instrument shall remain in full force and effect.
			2. The Beneficiary represents and warrants in favor of:

the Trustee and, if any, the GATS Secured Party that, as of the Effective Date, the amendments effected by this Instrument are Permitted GATS Amendments.

the Trustee that, as of the Effective Date and to the extent that the consent of the GATS Secured Party is required pursuant to the terms of the GATS Security Documents, the GATS Secured Party, if any, has consented to the amendments effected by this Instrument in accordance with the terms of the GATS Security Documents.

1. Further Assurance

Each of the parties to this Instrument covenants and agrees to execute such other and further documents relating to the matters set forth in this Instrument and to take or cause to be taken such other and further actions as may be reasonably necessary or appropriate to carry out the purposes and intent of this Instrument and to consummate the transactions contemplated by this Instrument.

1. Miscellaneous
	1. Electronic and Digital Execution and Delivery
		* 1. Each of the parties to this Instrument agrees that:

the other party shall be entitled to rely on the signature, execution, delivery, effect, authentication and time-stamping of this Instrument effected electronically or digitally; and

the signature, execution, delivery, effect, authentication and time-stamping of this Instrument, effected electronically or digitally, shall constitute a legally binding agreement among the parties to it and conclusive evidence of such agreement,

in each case as if it had been, as applicable, signed, executed, delivered, effected, authenticated or time-stamped manually.

* + - 1. Each of the parties to this Instrument consents to the use by each other party of its digital signature through the GATS Platform.
	1. GATS Forms

This Instrument is in the form of version 1 of the GATS Form for this Instrument.

* 1. Counterparts

This Instrument and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

* 1. Governing Law
		+ 1. THIS INSTRUMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THIS INSTRUMENT IS BEING DELIVERED IN THE STATE OF DELAWARE.
			2. Each party to this Instrument agrees that this Instrument involves at least US$100,000.00, and that this Instrument has been entered into in express reliance upon 6 Del. C. Section 2708.
	2. Waiver of Jury Trial

EACH PARTY TO THIS INSTRUMENT WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS INSTRUMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT OF THIS INSTRUMENT. EACH PARTY TO THIS INSTRUMENT AGREES THAT THIS SECTION 4.5 IS A SPECIFIC AND MATERIAL ASPECT OF THIS INSTRUMENT AND ACKNOWLEDGES THAT THE OTHER PARTIES WOULD NOT HAVE ENTERED INTO THIS INSTRUMENT AND CONSUMMATED THE TRANSACTIONS CONTEMPLATED BY THIS INSTRUMENT IF THIS SECTION 4.5 WERE NOT PART OF THIS INSTRUMENT.

\* \* \*

**IN WITNESS WHEREOF**, this Instrument been duly executed by the parties hereto on the day and year first above written.

|  |  |
| --- | --- |
|  | [BENEFICIARY], as Beneficiary |
|  | [Digital signature] |
|  |  |
|  | [TRUSTEE], as Trustee and, where expressly stated, in its individual capacity as the Trust Company |
|  | [Digital signature] |

1. Description of GATS Trust

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| --- |
| **Description of GATS Trust** |
| **Trust Branch** | **UIN** | **Name** | **Date of Establishment (E) or Migration (M)** |
| United States (DE) | [####] | GATS Trust [*####*] | [*dd-mmm-yyyy*] [E][M] |

1. Parties and Notice Details [[[1]](#footnote-1)]

|  |  |  |
| --- | --- | --- |
|  | **Beneficiary** |  |
|  | Name: | [*to be automatically populated by the GATS Platform*] |
|  | Jurisdiction of formation, incorporation or organization: | [*to be automatically populated by the GATS Platform*] |
|  | Entity type: | [*to be automatically populated by the GATS Platform*] |
|  | Address: | [*to be automatically populated by the GATS Platform*] |
|  | Email: | [*to be automatically populated by the GATS Platform*] |
|  | **Trustee** |  |
|  | Name: | [*to be automatically populated by the GATS Platform*] |
|  | Jurisdiction of formation, incorporation or organization: | [*to be automatically populated by the GATS Platform*] |
|  | Entity type: | [*to be automatically populated by the GATS Platform*] |
|  | Address: | [*to be automatically populated by the GATS Platform*] |
|  | Email: | [*to be automatically populated by the GATS Platform*] |

1. Amendments
	1. Amendments to Aircraft Equipment

None.

[OR]

Schedule 3 (*Aircraft Equipment*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with the following:

START AMENDED TEXT

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Type [\*]** | **Manufacturer** | **Model** | **Nationality and Registration Mark [\*\*]** | **Serial Number (Aircraft Equipment)** | **Serial Numbers (Associated Engines) [\*\*\*]** |
|  | [AA][AE][HE] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] | N/A[OR][*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] |

 [\*] NOTE: ‘**AA**’ means an aircraft (including any aircraft engines associated with it), ‘**AE**’ means an aircraft engine not associated with an airframe; and ‘**HE**’ means a helicopter.

[\*\*] NOTE: Not applicable where the aircraft equipment type is an aircraft engine (AE). Where the aircraft equipment type is an aircraft (AA) or a helicopter (HE) but is otherwise unregistered, this should be noted here as ‘UNREGISTERED’.

[\*\*\*] NOTE: Not applicable where the aircraft equipment type is an aircraft engine (AE), as this would be entered into the previous column. Where the aircraft equipment type is an aircraft (AA) or a helicopter (HE), the serial number of each engine associated with such aircraft equipment, separated by a semi-colon, should be listed here.

[OR]

None.

END AMENDED TEXT

* 1. Amendments to Description of Previous Trust Documents

None.

[OR]

Part 1 (*Description of Previous Trust Documents*) of schedule 4 (*Description of Trust Documents*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with the following:

START AMENDED TEXT

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Document** | **Date** | **Parties** |
|  | [*Description of Original Document*] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] |
| […] |
| **#.** | [Amendment]OR[Assignment of Beneficial Interest]OR[Resignation/Removal of Trustee and Appointment of New Trustee]OR[Other] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] | [*to be populated by the Beneficiary by a prompt during the trust establishment or migration request and approval process through the GATS Platform*] |

END AMENDED TEXT

* 1. Amendments to Description of GATS Trust Documents

Part 2 (*Description of GATS Trust Documents*) of schedule 4 (*Description of Trust Documents*) to the GATS Trust Instrument shall be deleted in its entirety and replaced with the following:

START AMENDED TEXT

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Document** | **Date** | **Parties** |
|  | GATS Trust Instrument | [*dd-mmm-yyyy*] | [*to be automatically populated by the GATS Platform*] |
| […] |
| **#.** | GATS Transfer Instrument (Full Beneficial Interest Transfer)[OR]GATS Transfer Instrument (Partial/Residual Beneficial Interest Transfer)[OR]GATS Transfer Instrument (Successor Trustee Transaction)[OR]GATS Amendment Instrument | [*dd-mmm-yyyy*] | [*to be automatically populated by the GATS Platform*] |
| […] |
| **#.** | GATS Amendment Instrument [[[2]](#footnote-2)] | [*dd-mmm-yyyy*] | [BENEFICIARY], as beneficiary[TRUSTEE], as trustee |

END AMENDED TEXT

1. NOTE: (a) Information contained in this schedule which was previously populated incorrectly or is now out of date can be entered here, but there is no need to enter into an amendment instrument solely to correct or update notice details. Pursuant to the terms of the GATS Trust Instrument, information can be corrected or updated by a simple notice to the other parties through the GATS Platform. (b) The GATS Platform will not allow parties to enter corrections or updates to the party’s legal name, which, for GATS e-terms purposes is assumed to be correct at the time the party became a GATS participant. In the event of a merger where a party’s name is not amended by operation of law, the applicable transfer instrument should be executed. [↑](#footnote-ref-1)
2. NOTE: this will describe this Instrument. [↑](#footnote-ref-2)