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

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

**BETWEEN**

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

**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. **After Acquired Trust Property** means any assets or property (including any rights accrued under any Related Document, and any income or proceeds of the Trust Estate) acquired or held by the Trustee after the Effective Time which, but for the termination of the GATS Trust effected by this Instrument, would have formed part of the Trust Estate.
2. **Beneficiary** means the person identified as the ‘Beneficiary’ in Schedule 2 (*Parties and Notice Details*).
3. **Effective Time** means the date and time as of which this Instrument is executed and delivered, as described on the cover page to this Instrument.
4. **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*).
5. **GATS Trust Instrument** 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 Schedule 4 (*Description of GATS Trust Documents*).
6. **Surviving Provisions** means:
   1. any provisions of the GATS Trust Instrument or the Master Terms which are expressed to survive the termination of the GATS Trust or the GATS Trust Instrument; and
   2. any other sections of the GATS Trust Instrument or the Master Terms, or any capitalized terms used in this Instrument which are defined in the GATS Trust Instrument or the Master Terms, in each case necessary to give effect to the foregoing.
7. **Third Party Transferee** means the person identified as the ‘Third Party Transferee’ in Schedule 5 (*Third Party Transferee Details*).
8. **Transferee** means:
   1. the Third Party Transferee; or
   2. if there is no such person is identified as the ‘Third Party Transferee’ in Schedule 5 (*Third Party Transferee Details*), the Beneficiary.
9. **Trust Company** means the Trustee, in its individual capacity and for its own account.
10. **Trustee** means the person identified as the ‘Trustee’ in Schedule 2 (*Parties and Notice Details*).
11. Termination
    1. Termination of GATS Trust

With effect from the Effective Time the GATS Trust is terminated.

* 1. Termination of GATS Trust Instrument

With effect from the Effective Time and except for the Surviving Provisions:

* + 1. each of the Trustee, the Trust Company and the Beneficiary is irrevocably released and discharged from all of its duties, obligations and liabilities under the GATS Trust Instrument; and
    2. the GATS Trust Instrument is terminated and shall have no further force and effect.

1. Assignment and Transfer of Trust Estate
   1. Trust Estate

With effect from the Effective Time, the Trustee assigns and transfers to the Transferee, free and clear of the Beneficial Interest, all of its right, title and interest in and to the Trust Estate (including the Aircraft Equipment identified in Schedule 3 (*Aircraft Equipment*), if any, and any other Aircraft Equipment). Except as otherwise expressly provided in any other document to which the Trustee is a party, the Trust Estate is assigned and transferred to the Transferee pursuant to this Instrument “AS IS” and “WHERE IS”.

* 1. After Acquired Trust Property

To the extent that the Trustee acquires any After Acquired Trust Property, the Trustee shall promptly:

* + 1. notify the Beneficiary of the Trustee’s acquisition of such After Acquired Trust Property; and
    2. upon the request of the Beneficiary or the Transferee and subject to section 6.1(a) of the Master Terms, assign and transfer such After Acquired Trust Property to the Transferee on the same terms as Section 3.1.

1. Further Assurance
   1. Generally

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. Bill of Sale
     + 1. Upon request by the Transferee, the Trustee shall:

execute a bill of sale effective at the Effective Time concurrently with the execution of this Instrument, pursuant to which the Trustee assigns and transfers to the Transferee, free and clear of the Beneficial Interest, all of the Trustee’s right, title and interest in and to any property forming part of the Trust Estate (including the Aircraft Equipment identified in Schedule 3 (*Aircraft Equipment*), if any, and any other Aircraft Equipment); or

execute a bill of sale promptly after such request, pursuant to which the Trustee agrees and confirms that, with effect from the Effective Time, it assigned and transferred to the Transferee all of its right, title and interest in and to any property forming part of the Trust Estate (including the Aircraft Equipment identified in Schedule 3 (*Aircraft Equipment*), if any, and any other Aircraft Equipment), free and clear of the Beneficial Interest,

and, in each case, deliver such executed bill of sale to the Transferee.

* + - 1. Except as otherwise expressly provided in any other document to which the Trustee is a party, any Trust Estate assigned and transferred to the Transferee pursuant to any such bill of sale shall be assigned and transferred “AS IS” and “WHERE IS”.
  1. International Registry

Upon request by the Transferee, each of the Trustee and the Beneficiary shall cooperate to make any and all registrations with the International Registry to carry out the purpose and intent of the assignment and transfer of all of the Aircraft Equipment to the Transferee, and expressly consents to such registration(s) with respect to the Aircraft Equipment.

* 1. FAA
     + 1. This Section 4.4 shall apply if the Effective Time falls during any FAA Registration Period, but shall otherwise not apply.
       2. Each of the Trustee and the Beneficiary shall cooperate to file this Instrument and any other applicable document or instrument with the FAA for recordation for the purposes of deregistering the FAA Registered Aircraft Equipment and, if applicable and on request of the Transferee, reregistering the FAA Registered Aircraft Equipment in the name of the Transferee.
       3. Upon the filing of this Instrument with the FAA by the Trustee and the Beneficiary, the Trustee shall be deemed to have ceased to be the registered owner of the FAA Registered Aircraft Equipment with effect from the Effective Time.

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 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 it 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 5.5 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 5.5 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.

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

1. Description of GATS Trust

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

1. Parties and Notice Details

|  |  |  |
| --- | --- | --- |
|  | **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. Aircraft Equipment

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **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.[[[1]](#footnote-1)]

1. Description of GATS Trust Documents

|  |  |  |  |
| --- | --- | --- | --- |
|  | **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*] |

1. Third Party Transferee Details

|  |  |
| --- | --- |
| **Third Party Transferee [[[2]](#footnote-2)]** |  |
| Name: | [*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*] |

[OR]

None.

1. NOTE: GATS is permissive of ‘empty’ trusts whose corpus is nominally only $1.00, should it be necessary, for example, to establish the trust prior to transferring the aircraft equipment into the trust. [↑](#footnote-ref-1)
2. NOTE: the Transferee need not be a GATS Party. [↑](#footnote-ref-2)