|  |  |
| --- | --- |
|  | |
| **TM** | |
|  | |
| **GATS Transfer Instrument** | |
| **(Full Beneficial Interest Transfer)** | |
|  | |
| **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 TRANSFER INSTRUMENT** is dated as of [*date*] (this **Instrument**)

**BETWEEN**

1. the EXISTING BENEFICIARY;
2. the NEW BENEFICIARY; and
3. 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. **Effective Time** means the date and time as of which this Instrument is executed and delivered, as described on the cover page of this Instrument.
2. **Existing Beneficiary** means the person identified as the ‘Existing Beneficiary’ in Schedule 2 (*Parties and Notice Details*).
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 Existing Beneficiary and the Trustee, as amended, supplemented, assigned and transferred from time to time prior to the Effective Time pursuant to one or more other GATS Trust Documents (other than this Instrument) each of which is more particularly described in Schedule 4 (*Amendments to Description of GATS Trust Documents*).
5. **New Beneficiary** means the person identified as the ‘New Beneficiary’ in Schedule 2 (*Parties and Notice Details*).
6. **New Related Documents** means:
   1. each Transferred Related Document; and
   2. each other Related Document executed during any period after the Effective Time, subject to the terms of any other GATS Transfer Instrument executed during such period.
7. **Permitted Encumbrances** means, to the extent the title representation and warranty in Section 3.2 applies, any ‘Permitted Encumbrances’ as identified or described in Table 3 of Schedule 3 (*Transfer Details*).
8. **Retained Obligations** means all of the Existing Beneficiary’s obligations, duties and liabilities under the GATS Trust Documents and the GATS Security Documents, excluding the Transferred Obligations.
9. **Retained Rights** means all of the Existing Beneficiary’s rights, title and interest in, to and under the GATS Trust Documents and the GATS Security Documents, excluding the Transferred Beneficial Interest and the Transferred Rights.
10. **Sale Agreement** means the Related Document pursuant to which the parties to such Related Document agreed to sell or transfer, or cause the sale and transfer of, the Beneficial Interest effected by this Instrument.
11. **Transferred Beneficial Interest** means all of the Beneficial Interest, save to the extent allocable to any interest in any Related Document which is not a New Related Document.
12. **Transferred Related Documents** means each Related Document as identified or described in Table 4 of Schedule 3 (*Transfer Details*).
13. **Transferred Obligations** means, after giving effect to the amendments referred to in Section 2.4, all of the Existing Beneficiary’s obligations, duties and liabilities under the GATS Trust Instrument arising during or required to be performed during any period after the Effective Time.
14. **Transferred Rights** means, after giving effect to the amendments referred to in Section 2.4, all of the Existing Beneficiary’s rights, title and interest in, to and under the GATS Trust Instrument arising during or relating to any period after the Effective Time.
15. **Trustee** means the person identified as the ‘Trustee’ in Schedule 2 (*Parties and Notice Details*).
16. Assignment and Transfer
    1. Assignment and Transfer of Beneficial Interest

With effect from the Effective Time:

* + - 1. the Existing Beneficiary assigns and transfers all of the Transferred Beneficial Interest to the New Beneficiary, and the New Beneficiary accepts such assignment and transfer; and
      2. the Trustee consents to the assignment and transfer of the Transferred Beneficial Interest to the New Beneficiary.
  1. Assignment and Transfer of Rights and Obligations under GATS Trust Instrument

With effect from the Effective Time:

* + - 1. the Existing Beneficiary assigns and transfers all of the Transferred Rights and all of the Transferred Obligations to the New Beneficiary, and agrees that it is no longer entitled to the benefit of any of the Transferred Rights;
      2. the New Beneficiary accepts such assignment and transfer, and agrees to perform the Transferred Obligations as the ‘Beneficiary’ under the GATS Trust Instrument; and
      3. each of the Trustee and the Trust Company:

consents to the assignment and transfer of the Transferred Rights and the Transferred Obligations to the New Beneficiary;

releases the Existing Beneficiary from all of the Transferred Obligations; and

agrees to perform all of its obligations, duties and liabilities that are Transferred Rights in favour of the New Beneficiary.

* 1. Retained Rights and Retained Obligations

The Existing Beneficiary shall remain entitled to the Retained Rights and shall remain bound to perform the Retained Obligations, in each case as if the Existing Beneficiary had remained the ‘Beneficiary’ under the GATS Trust Instrument.

* 1. Amendment to the GATS Trust Instrument

With effect from the Effective Time:

* + - 1. schedule 2 (*Parties and Notice Details*) to the GATS Trust Instrument is amended to reflect the name and details of the New Beneficiary as the ‘Beneficiary’;
      2. all references in the GATS Trust Instrument to the Existing Beneficiary or ‘Beneficiary’ are amended to refer to the New Beneficiary;
      3. part 2 (*Description of GATS Trust Documents*) of schedule 4 (*Description of Trust Documents*) to the GATS Trust Instrument is amended in accordance with Schedule 4 (*Amendments to Description of GATS Trust Documents*);
      4. without prejudice to the Retained Obligations required to be performed by the Existing Beneficiary (including its obligations under section 8.1(a) of the Trust Instrument Master Terms), all references in the GATS Trust Instrument to the Related Documents or any Related Document (including the reference in section 8.1(a) of the Trust Instrument Master Terms) are amended to refer to, respectively, the New Related Documents or any New Related Document; and
      5. the GATS Trust Instrument is otherwise amended to reflect the transactions described in Sections 2.1 to 3.2.

Except as amended and supplemented by this Instrument, the GATS Trust Instrument shall remain in full force and effect.

* 1. Ownership of Trust Estate

The Trustee has no beneficial, equitable or other interest in the Trust Estate other than bare legal ownership.

1. Representations and Warranties
   1. Ownership of Beneficial Interest

The Existing Beneficiary represents and warrants to the New Beneficiary, its successors and assigns that, immediately prior to the Effective Time, it is the sole beneficiary of the GATS Trust and, at the Effective Time, there is assigned and transferred to the New Beneficiary full legal and beneficial title to all of the Transferred Beneficial Interest free and clear of all Security Interests.

* 1. Ownership of Aircraft Equipment

Unless this Section 3.2 is expressly disapplied as indicated in Table 2 of Schedule 3 (*Transfer Details*), each of the Existing Beneficiary and the Trustee represents and warrants to the New Beneficiary, its successors and assigns that, collectively and immediately prior to the Effective Time, the Trustee and the Existing Beneficiary have full legal and beneficial title to all of the Aircraft Equipment (including the Aircraft Equipment, if any, identified in Table 1 of Schedule 3 (*Transfer Details*)) free and clear of all Security Interests other than Permitted Encumbrances.

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.

|  |  |
| --- | --- |
|  | [EXISTING BENEFICIARY], as Existing Beneficiary |
|  | [Digital signature] |
|  |  |
|  | [NEW BENEFICIARY], as New 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

|  |  |  |  |
| --- | --- | --- | --- |
| **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

|  |  |  |
| --- | --- | --- |
|  | **Existing 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*] |
|  | **New 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. Transfer Details

**Table 1**

|  |
| --- |
| **Aircraft Equipment** |
| [*to be automatically populated by the GATS Platform*] |

**Table 2**

|  |  |
| --- | --- |
| **Ownership of Aircraft Equipment Representation** | |
|  | If checked, the representation and warranty in Section 3.2 APPLIES |
|  | If checked, the representation and warranty in Section 3.2 DOES NOT APPLY |

**Table 3**

|  |  |
| --- | --- |
| **Permitted Encumbrances** | |
| **Description** or section reference to another document | [*to be populated by the Existing Beneficiary and the New Beneficiary by a prompt during the transfer request and approval process through the GATS Platform*] |

**Table 4**

|  |  |  |  |
| --- | --- | --- | --- |
| **Transferred Related Documents** | | | |
|  | **Document Name** | **Date** | **Parties** |
|  | [*to be populated by the Existing Beneficiary and the New Beneficiary by a prompt during the transfer request and approval process through the GATS Platform*] | [*dd-mmm-yyyy*] | [TRUSTEE], as trustee  [describe each other counterparty] |

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 Transfer Instrument (Full Beneficial Interest Transfer) [[[1]](#footnote-1)] | [*dd-mmm-yyyy*] | [EXISTING BENEFICIARY], as existing beneficiary  [NEW BENEFICIARY], as new beneficiary  [TRUSTEE], as trustee |

END AMENDED TEXT

1. NOTE: this will describe this Instrument. [↑](#footnote-ref-1)