

WATSON FARLEY & WILLIAMS

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Aviation Working Group ("**AWG**")
Clarendon House, 2 Church Street,
Hamilton HM11,
Bermuda

Our Reference: PEAD1/EUROPE/64125665v4

8 June 2020

Dear Sirs

Global Aircraft Trading System (GATS) – GATS e-Terms

1 BACKGROUND

1.1 This opinion letter

We have been asked to issue this opinion letter on the enforceability under English law of the GATS e-terms (the "**GATS e-Terms**") appended to this opinion in Schedule 3 (*GATS e-Terms*).

1.2 Formation of Agreement to Participate and incorporation of GATS e-Terms

As part of the admission process of a person seeking to use the services provided by the GATS online Platform, it is contemplated that:

- (a) the GATS e-Terms are incorporated in full into, and exclusively govern, the agreement to such services entered into between such person (each such person a "**GATS Entity**", being either a GATS Participant, a GATS Trustee or a GATS Professional Entity, and each as defined in the GATS e-Terms) and AWG (each such agreement, to the extent the GATS e-Terms are so incorporated into it and do so exclusively govern it, an "**Agreement to Participate**");
- (b) each GATS Entity enters into a separate Agreement to Participate with AWG; and
- (c) each Agreement to Participate is entered into electronically through the GATS platform and website at <http://e-gats.aero/> (the "**GATS Platform**") as follows:
 - (i) an offer to enter into an Agreement to Participate exclusively on the terms set out in the GATS e-Terms is made by AWG and communicated electronically and on-screen to a GATS Entity, and
 - (ii) that offer is electronically accepted by such GATS Entity by it ticking a 'check box' indicating its agreement to the GATS e-Terms and clicking on a button indicating its acceptance.

1.3 Nature of this opinion letter

This opinion letter accordingly does not relate to actual documents in a specific transaction but only to forms of documents in the abstract. It is addressed to the AWG for information purposes only. This opinion letter may be disclosed to members of the AWG and in the GATS guidance materials to be published on the AWG website and/or the GATS Platform, on the basis that it may not be relied upon by, nor does it create any legal rights in favour of, the AWG, any of its members or any other person. We assume no, and disclaim any, responsibility or liability to the AWG, any of its members or any other person.

1.4 GATS Entities

Without prejudice to the generality of paragraph 1.3, this opinion letter may not be relied upon by any GATS Entity or any other person accessing or using the GATS Platform.

2 DEFINITIONS

2.1 Definitions

Terms defined in the GATS e-Terms (either explicitly or by cross reference) which are not otherwise defined shall have the same meaning in this opinion letter.

2.2 Certain definitions and expressions

In this opinion letter:

"Contracting Party" means a GATS Entity, as defined above, or AWG.

"Cross-Referenced Provisions" means any provisions incorporated into the GATS e-Terms by reference to another document or URL.

"GATS e-Terms Obligations" means the obligations of a Contracting Party expressed to be applicable to it in the GATS e-Terms and excludes (a) any purported obligations which the GATS e-Terms provide that a Contracting Party 'may' perform, and (b) any obligations contained in any Cross-Referenced Provisions.

"Insolvency Proceedings" means winding-up, the appointment of a provisional liquidator, an administration (whether appointed by the court or out of court), a voluntary arrangement, a moratorium, and a scheme of arrangement, including any form of territorial, secondary or ancillary insolvency proceeding; also any form of receivership or administrative receivership, whether the receiver is appointed by the court or otherwise and any other English insolvency proceedings without limitation; and any proceedings or procedure under the laws of any other jurisdiction which is comparable to any of the foregoing;

and

"any other jurisdiction" or **"another jurisdiction"** means a jurisdiction other than England.

2.3 Headings

Headings in this opinion letter are for ease of reference and shall not affect the construction.

3 SCOPE OF OPINION

3.1 Structure and basis of opinion

(a) The opinions in paragraph 4 are given:

- (i) on the basis of the assumptions set out in Schedule 1 (*Assumptions*);
- (ii) subject to the qualifications set out in Schedule 2 (*Qualifications*).

(b) A number of the qualifications in Schedule 2 (*Qualifications*) may not appear to be applicable on the face of the GATS e-Terms but may be applicable to the (unknown) provisions incorporated into the GATS e-Terms by reference to a URL on the GATS Platform, a GATS Instrument, the Site Terms of Use (each as defined in the GATS e-Terms) or any other document. Accordingly, all such qualifications are or could be relevant to the enforceability of the GATS e-Terms. We have not examined any Agreement to Participate or any Cross-Referenced Provisions.

(c) This opinion letter is not to be read as implying any opinion on any matter not covered by its express terms.

3.2 English law only

This opinion letter is confined to matters of English law in force on the date of this opinion letter as currently applied and interpreted by the English courts. No opinion is expressed as to the laws of any other jurisdiction.

3.3 No updating

We assume no responsibility to update this opinion letter to take account of changes in law taking place after its date of issue, or any amendments made to or updated versions of the GATS e-Terms, whether posted to the GATS Platform or otherwise, after the date on which we accessed them.

3.4 Fact

No opinion is expressed on matters of fact, commercial matters or intention.

4 OPINIONS

We are of the opinion that:

4.1 Applicable law and arbitration

(a) The English courts, applying English conflict of laws rules, would hold that English law is the applicable law of the GATS e-Terms.

- (b) Subject to the Contracting Parties to an Agreement to Participate not having settled their Dispute before the completion or deemed completion of the mediation undertaken subject to and in accordance with clause 16.5 of the GATS e-Terms, the agreement by each such Contracting Party in the GATS e-Terms that any Dispute shall be referred to and resolved by arbitration is effective.
- (c) The English courts will, on application of a party to an arbitration agreement, stay proceedings in respect of a matter which under the GATS e-Terms is to be referred to arbitration.

4.2 Enforceability

- (a) The GATS e-Term Obligations of each Contracting Party to an Agreement to Participate will constitute the valid, binding and enforceable obligations of that Contracting Party.
- (b) No GATS e-Term Obligation will be rendered unenforceable under English law by reason only that it has been validly incorporated into an Agreement to Participate which has been validly executed and delivered electronically under applicable law.

4.3 No consents or registrations

No consent of any governmental or official authority in England applicable to companies generally would be required in connection with the GATS e-Terms in order for them to be valid or enforceable under English law or to be admissible in an English court; and it is not necessary to deliver or register an Agreement to Participate at any public office in England.

4.4 No stamp duty

No stamp duty or registration duty or similar charge or tax would be payable in the UK on the execution and delivery of an Agreement to Participate.

5 GOVERNING LAW

This opinion letter, and all obligations (whether contractual or non-contractual) arising out of it, shall be governed by and constituted in accordance with English law.

Yours faithfully



Watson Farley & Williams LLP

SCHEDULE 1

ASSUMPTIONS

We have assumed the following:

1 Parties: capacity etc.

- (a) The due incorporation and valid existence under the laws of its jurisdiction of incorporation of each Contracting Party.
- (b) The capacity and authority of each Contracting Party to execute an Agreement to Participate and to exercise its rights and perform its obligations under it.
- (c) The due execution (and, where relevant, delivery), by electronic means through the GATS Platform, of each Agreement to Participate by each Contracting Party.
- (d) That the entry into and performance by a Contracting Party of an Agreement to Participate does not contravene any of its obligations, whether express or implied, under any contract or document entered into by that Contracting Party.

2 Execution platform and procedures

That the procedures for electronic execution through the GATS Platform comply with the English law requirements for the effective execution and delivery of an Agreement to Participate.

3 Agreement to Participate

That an Agreement to Participate is governed by English law.

4 Incorporation of Obligations from Cross-Referenced Provisions

That the obligations of each of the Contracting Parties set out in any Cross-Referenced Provisions are valid, binding and enforceable and there is no conflict between any Cross-Referenced Provisions and the GATS e-Terms Obligations.

5 Nature of obligations

That the GATS e-Terms Obligations of a Contracting Party are expressly set out and incorporated by reference in and by the terms of an Agreement to Participate, and are obligations which are capable of performance by and are expressed to be applicable to such Contracting Party, notwithstanding that the GATS e-Terms contain obligations other than the GATS e-Terms Obligations which are applicable to such Contracting Party.

6 Other laws etc.

That the laws of any other jurisdiction which may apply with respect to the transactions and matters contemplated in the GATS e-Terms and each Agreement to Participate will not affect any of the opinions stated in this opinion letter.

7 Filings in other jurisdictions

That all consents, approvals, licences and filings which are necessary under any applicable laws of any other jurisdiction to permit the execution, delivery and performance of the GATS e-Terms and each Agreement to Participate have been made or will be made or obtained within any permitted period.

8 No modification etc.

That no side-letter or other communication (written or oral) modifies any provision of the GATS e-Terms or an Agreement to Participate.

9 Fraud etc.

Neither the GATS e-Terms nor an Agreement to Participate are void, voidable, repudiated, rescinded frustrated or capable of being so by reason of fraud, misrepresentation, undue influence, duress, mistake, bribery, corruption or any other reason which is not apparent from its face.

10 No Insolvency Proceedings

That there are no Insolvency Proceedings in relation to any Contracting Party, and no steps taken with a view to any such Insolvency Proceedings.

11 Financial Services and Markets Act 2000

Each of the Contracting Parties has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000, and any related or similar legislation, and all applicable regulations and rules from time to time in effect thereunder or in connection therewith with respect to anything done by it in relation to an Agreement to Participate in, from or otherwise involving the United Kingdom.

12 Anti-terrorism etc.

Each of the Contracting Parties complies with all applicable anti-terrorism, anti-corruption, anti-money laundering and human rights laws and regulations, and that there is nothing in the transaction that is inconsistent with all such laws and regulations.

SCHEDULE 2**QUALIFICATIONS****1 Enforceability****1.1 General**

In stating that the GATS e-Terms Obligations constitute valid, binding and enforceable obligations of a Contracting Party we refer to the relevant terms not as read literally, but as they would be construed by the English courts. It is not necessarily the case that an Agreement to Participate will be enforced in accordance with its terms in all circumstances, as indicated by the matters set out below.

1.2 Remedies

Apart from claims for the payment of debts, contractual obligations are normally enforced by an award of damages for the loss suffered as a result of a breach of contract; and recoverable loss is restricted by principles such as causation, remoteness and mitigation. Orders for specific performance of contractual obligations, forfeiture and injunctions are discretionary remedies and are only available in limited circumstances.

1.3 Equity and public policy

Enforcement may be limited by general principles of equity or public policy from time to time.

1.4 Time barring of claims

Claims may become time-barred under the Limitation Act 1980 (as amended by the GATS e-Terms) or the Foreign Limitation Periods Act 1984, or by application of the doctrines of laches or estoppel.

1.5 Foreign illegality

English courts will not enforce obligations to be performed in another jurisdiction to the extent that such performance would be illegal or contrary to principles of public policy under the laws of that jurisdiction.

1.6 Frustration

Enforcement may be limited by the doctrine of frustration.

1.7 Jurisdiction

Notwithstanding any other provision of this opinion letter, we express no opinion as regards jurisdictional issues, other than as described in paragraph 4.1.

1.8 Assignment and transfer

We give no opinion on the ability of any Contracting Party to assign its rights or transfer its obligations.

1.9 Repudiatory breach

If a party is in repudiatory breach of a contract, the innocent party is discharged from further performance of that contract if it accepts that repudiation as terminating the contract.

1.10 Contractual interpretation

The meaning which the English courts will give to the GATS e-Terms and an Agreement to Participate is the meaning which the GATS e-Terms and that Agreement to Participate would convey to a reasonable person having all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract. A document might be capable of having terms implied or of being rectified by an English court if it is found not to reflect the common intention of the parties. Where language is capable of more than one interpretation an English court will prefer the interpretation which is consistent with business common sense.

1.11 Certificates and determinations

The English courts may hold that a certificate, determination or notification is not conclusive or final if it might be shown that it was made on an incorrect basis or if the relevant power or discretion was exercised on an arbitrary or capricious basis; or if manifest error applies. This is so despite any provision to the contrary, for example a provision stating that the exercise of a power or discretion or the making of a determination shall be conclusive and binding.

1.12 Negotiation and co-operation

A term obliging a party to negotiate or co-operate may not be legally binding.

1.13 General indemnities

A person claiming under an indemnity might be unable to recover in respect of losses which he could have avoided by taking reasonable steps; or losses of a kind which was outside the contemplation of the parties at the time of contracting.

1.14 Costs indemnity

A contractual indemnity for costs will not cover costs unreasonably incurred or unreasonable in amount, nor override the court's discretion under Section 51 of the Senior Courts Act 1981 and the Civil Procedure Rules as to costs connected with proceedings. Moreover, costs may be subject to quantification by the courts.

1.15 Stamp duty indemnity

An indemnity in respect of stamp duty might be void under Section 117 of the Stamp Act 1891.

1.16 Exclusion clauses

A term which seeks to exclude or restrict a duty of care, or liability for breach of such a duty is limited by law.

1.17 Sums payable on default

A term providing that, in the event of a person committing a breach of contract (or in the event of a breach or certain other events), that person shall pay a certain sum (including default interest) or shall transfer a certain asset, or cease to have a certain right, may be held to be unenforceable on the ground that it is a penalty or a forfeiture clause.

1.18 Severance

If an Agreement to Participate contains a provision to the effect that an invalid provision is to be severed in order to preserve the validity of the remaining provisions, severance will not be permitted if:

- (a) it does not accord with English public policy; or
- (b) the illegal provision forms a main part of the consideration; or
- (c) the provisions in an agreement are all so closely related that to sever one will completely rewrite the contract;

1.19 Waivers

A failure or delay in enforcing a right may in certain circumstances be construed by an English court as constituting a waiver of that right notwithstanding any provisions to the contrary.

1.20 Oral variations

Provisions requiring any waiver, variation or amendment to an Agreement to Participate to be in writing may not be effective.

1.21 Judgment interest

It is possible that any provision relating to interest will be held by an English court to be superseded by interest at the rate prescribed by the court following any judgment, whether in England or another jurisdiction.

1.22 Entire agreement clause

English courts may refuse to give effect to an entire agreement clause.

1.23 Deemed receipt of notices

No opinion is expressed as to whether a court would give effect to a provision that a notice shall be deemed to have been served at a fixed time after dispatch, where it is proved that the notice was not in fact received by the addressee or that he received it after the time fixed.

1.24 Process Agent

No opinion is expressed as to whether the appointment of a process agent in England pursuant to an Agreement to Participate would remain in force after a purported termination by the appointing

party or a winding up or other Insolvency Proceedings in respect of the appointing party; or as to whether a relevant party would have any remedy in the event of that process agent declining to accept service.

1.25 Third party rights

We express no opinion on the enforceability of any third party rights expressed to be granted (or not excluded) by the GATS e-Terms or an Agreement to Participate.

2 Insolvency

2.1 General

The obligations of a Contracting Party are subject to laws affecting creditors' rights generally, such as those relating to insolvency (which includes liquidation, administration, administrative receivership and reorganisation).

2.2 Cross-border insolvency issues

The jurisdiction or jurisdictions in which a company may be made subject to Insolvency Proceedings will be determined, where applicable, by European Union Council Regulation (EC) No. 2015/848 on insolvency proceedings (recast). The Cross-Border Insolvency Regulations 2006 (SI 2006/1030), implementing in English law the UNCITRAL Model Law on cross-border insolvency, provides for recognition in England of foreign insolvency proceedings and co-operation between the English courts and foreign courts. A foreign company can be made subject to Insolvency Proceedings in England in certain circumstances. Finally, Section 426 of the Insolvency Act 1986 provides for the English courts to assist foreign courts in specified jurisdictions in Insolvency Proceedings. This is subject to change depending on when, and the basis on which, the United Kingdom withdraws from the European Union.

3 Jurisdictional issues

Any jurisdiction which the English courts may have, may be subject, as applicable, to the European Union Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters/European Parliament and Council Regulation (EU) No 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast); the 1968 Brussels Convention; the 1988 Lugano Convention; the 2007 Lugano Convention; the Civil Procedure Rules; and the English common law. Notwithstanding any provisions of an Agreement to Participate in respect of jurisdiction of the English courts, an English court may, and in some circumstances must, stay or terminate proceedings before it, or decline to restrain proceedings in the court of another jurisdiction. This is subject to change depending on when, and the basis on which, the United Kingdom withdraws from the European Union.

4 Choice of law

4.1 Contractual matters

The choice of English law as the governing law of an Agreement to Participate would be upheld by the English courts as regards contractual matters subject to EC Regulation No. 593/2008 on the law

applicable to contractual obligations ("**Rome I**"), provided that the relevant contractual obligation is within the scope of, and the choice is permitted by, Rome I. This is subject to change depending on when, and the basis on which, the United Kingdom withdraws from the European Union.

4.2 Non-contractual matters

The choice of English law as the governing law of any non-contractual obligations arising out of an Agreement to Participate would be upheld by the English courts subject to EC Regulation 864/2007 on the law applicable to non-contractual obligations ("**Rome II**") (provided that the relevant non-contractual obligation is within the scope of, and the choice is permitted by, Rome II) or, to the extent that Rome II does not apply to proceedings before an arbitral tribunal, the provisions of the Arbitration Act 1996. This is subject to change depending on when, and the basis on which, the United Kingdom withdraws from the European Union.

4.3 Arbitration

- (a) The governing law of an agreement to arbitrate may be held to be different from the governing law of the underlying contract to which it relates.
- (b) Under certain circumstances, the conduct of a party may prejudice its election for arbitration proceedings or its right to apply for a stay of court proceedings.
- (c) Under certain circumstances, an English court may determine whether there is a valid arbitration agreement or whether an arbitral tribunal has jurisdiction to determine any question, notwithstanding any arbitration provision to the contrary. An English court may also be required to recognise and give effect to a decision of a court of another member state of the EU or Iceland, Norway or Switzerland that an arbitration agreement is not valid or not effective, given as a preliminary issue in proceedings before that court, even if the subject matter of those proceedings has been referred to arbitration with a seat in England in accordance with the arbitration provisions of an Agreement to Participate.
- (d) Under certain circumstances an arbitral tribunal may decline jurisdiction and an English court may decline to stay English court proceedings.
- (e) An English court may be unable to restrain proceedings commenced in another court, notwithstanding a provision requiring the subject matter of those proceedings to be referred to arbitration.

4.4 Enforceability of judgments and arbitral awards

- (a) An arbitral award rendered by a tribunal constituted in accordance with the dispute resolution provisions in an Agreement to Participate may be subject to an application before the English courts to be set aside for various reasons under the Arbitration Act 1996.
- (b) An English court may refuse to grant leave to enforce an award for various reasons under the Arbitration Act 1996. We express no opinion as to whether an arbitral award may be enforced otherwise than by leave of the court under the Arbitration Act 1996.

- (c) No opinion is expressed as to the enforceability outside England and Wales of a judgment or arbitral award given or made in any jurisdiction. However, an arbitral award made by a tribunal in an arbitration in England should be recognised and enforced in any state which is a party to the Convention on the Recognition and Enforcement of Foreign Arbitration Awards (New York, 10 June 1958) (the "**New York Convention**"), although enforcement of the award may be subject to challenge on the grounds set out in Article V of the New York Convention.

5 Foreign currency judgments

English courts sometimes give judgments in currencies other than sterling. However, a judgment would have to be converted into sterling for the purposes of enforcement or for claiming in a liquidation or administration, and no opinion is expressed as to whether, in such circumstances, any currency indemnity clause in an Agreement to Participate would be enforceable.

6 Sanctions

The opinions expressed in this opinion letter are subject to the effect of sanctions imposed by the laws of the United Kingdom (including sanctions imposed by the European Union, the United Nations or otherwise which are, or are made, a part of English law) on:

- (a) parties which are expressly designated by such sanctions;
- (b) parties resident or incorporated in a country which is the subject of such general, country-wide sanctions;
- (c) parties controlled by or connected with parties referred to in (a) or (b);
- (d) activities which are the subject of such sanctions,

and this is subject to change depending on when, and the basis on which, the United Kingdom withdraws from the European Union.

WATSON FARLEY
&
WILLIAMS

SCHEDULE 3

GATS E-TERMS

1. GENERAL

- 1.1 These terms and conditions (collectively, these **GATS e-Terms**), which incorporate the [Site Terms of Use](#), establish the 'Global Aircraft Trading System' (**GATS**), and were most recently updated on 1 June 2020.
- 1.2 These GATS e-Terms apply to any person who is from time to time accessing the GATS Platform and: (a) participating in GATS and using the GATS Platform as a GATS participant (each such person, a **GATS Participant**), (b) participating in GATS and using the GATS Platform as a GATS trustee (each such person, a **GATS Trustee** and, collectively with each GATS Participant, the **GATS Transacting Entities**), each of whose names are recorded in the GATS e-Ledger from time to time, or (c) using the GATS Platform as a Professional Services Provider on behalf of one or more GATS Participants or GATS Trustees (each such person, a **GATS Professional Entity** and, collectively with each GATS Transacting Entity, the **GATS Entities**).
- 1.3 Each GATS Entity, upon affirming its agreement to the same on the GATS Platform, agrees to be bound by and comply with these GATS e-Terms.

2. DEFINITIONS AND INTERPRETATION

The following definitions (in addition to those in Clause 1.1 above) and rules of interpretation apply in these GATS e-Terms.

2.1 Definitions

Advance Requirement means any requirement that is electronically specified by a GATS Transacting Entity and that needs to be electronically confirmed as being satisfied or waived through the GATS Platform prior to the effectiveness of a Designated Transaction.

Advance Requirement Certificate means, in relation to a Designated Transaction, a certificate issued for the benefit of an Advance Requirement Party identifying some or all of the Advance Requirements applicable to such Designated Transaction and indicating whether each such Advance Requirement was satisfied or waived and, if such certificate does not identify all such Advances Requirements, it shall be so stated on such certificate.

Advance Requirement Parties means, with respect to an Advance Requirement relating to a Designated Transaction, the AR Organiser, the AR Beneficiary, each AR Observer relating to such Advance Requirement, or any of the foregoing.

Agreement to Participate means an agreement to participate in GATS incorporating these GATS e-Terms, formed pursuant to Clause 16.2.

Amendment Instrument means an amendment instrument in the form of the applicable GATS Amendment Form giving effect to the transaction contemplated in such GATS Amendment Form.

AR Beneficiary means, with respect to an Advance Requirement relating to a Designated Transaction, the person in whose favour such Advance Requirement has been granted.

AR Observer means, with respect to an Advance Requirement relating to a Designated Transaction, each GATS Transacting Entity to whom the AR Organiser has granted access to information relating to such Advance Requirement.

AR Organiser means, with respect to an Advance Requirement relating to a Designated Transaction, either: (a) in the case of a Trust Establishment, a Trust Migration or a Security Interest Grant, the GATS Participant who will be the GATS Beneficiary of the relevant GATS Trust immediately after such Designated Transaction has been recorded as having taken effect, (b) in the case of a Permitted Amendment to a Security Instrument, a Security Interest Transfer or a Security Interest Release, the Instructing Secured Party immediately prior to such Designated Transaction being recorded and having taken effect, or (c) in the case of all other Designated Transactions, the GATS Beneficiary of the relevant GATS Trust immediately prior to such Designated Transaction being recorded and having taken effect.

Associated GATS Trust means: (a) in relation to a GATS Beneficiary, a GATS Trust for the benefit of such GATS Beneficiary, (b) in relation to a GATS Secured Party, a GATS Trust in respect of which, pursuant to a Security Interest Grant relating to such GATS Trust, such GATS Secured Party is the Instructing Secured Party, or (c) in relation to a GATS Trustee, a GATS Trust in respect of which it is GATS Trustee.

Associated GATS Trustee means, with respect to a Trust Branch, any GATS Trustee from time to time associated with such Trust Branch, as determined in accordance with Clause 8.4 or 9.3.

Associated Trust Branch means, in relation to a GATS Trustee, any Trust Branch from time to time associated with such GATS Trustee, as determined in accordance with Clause 8.4 or 9.3.

AWG means the Aviation Working Group and any legal entity which it controls, or has decision-making authority

over, for purposes of any part of Clause 13, whether directly, by contract, or through delegation.

Beneficial Interest Transfer means the transfer of all or part of the beneficial interest in any GATS Trust to another GATS Beneficiary.

Business Aircraft Participant means a legal person whose bona fide business or activities is or includes the ownership or leasing of aircraft equipment operated for business aviation or private aviation purposes.

Cleared GATS Participant means, in relation to a GATS Trustee, any GATS Participant whom such GATS Trustee designates, in the GATS e-Ledger, as cleared by it with respect to one or more of its Associated Trust Branches.

Designated Transaction means any of the following transactions: (a) a Trust Establishment or a Trust Migration, (b) a Beneficial Interest Transfer, (c) a Successor Trustee Transaction, (d) a Security Interest Grant, a Security Interest Transfer, or a Security Interest Release, (e) a Permitted Amendment, and (f) a Trust Termination.

Dispute means, in respect of a GATS Entity's Agreement to Participate, a dispute among any of the parties to such agreement arising out of, or relating to the performance, validity or enforceability of such agreement, but excluding any dispute arising out of or relating to any GATS Instrument or the Trust Company Service Agreement.

Dispute Notice means, in relation to a Dispute, written notice of such Dispute served by one party to such Dispute on each other party to such Dispute in accordance with Clause 15.3, setting out the nature and full particulars of such Dispute, and referring such Dispute to mediation.

Equipment Manufacturer Disclaimer means the equipment manufacturer disclaimer (which may be contained in more than one document), available to view by clicking on the applicable link in the footer of the homepage of the GATS Platform, as updated from time to time and incorporated in their entirety into the [Site Terms of Use](#) and, in turn, these GATS e-Terms.

Financier means: (a) a legal person or group of legal persons whose bona fide business is or includes financing of or secured by aircraft equipment or related collateral, (b) a person acting as arranger, agent or trustee of any such financier, or (c) a legal person who is both of the foregoing.

GATS Amendment Forms means the GATS Forms providing for a Permitted Amendment in respect of the applicable Trust Branch (which may include a newer version of the applicable GATS Form or, in the case of a Trust Branch Transfer, the GATS Trust Form for the new Trust Branch).

GATS Beneficiary means, at any time, any GATS Participant: (a) who is at such time the beneficiary of a GATS Trust or (b) who will become, pursuant to an instrument in the applicable GATS Form executed at such time, the beneficiary of a GATS Trust.

GATS e-Ledger means the computerised ledger and system (which may in future include any blockchain

technology incorporated therein) in which there is entered and recorded, from time to time each Designated Transaction effected with respect to each GATS Trust, and other information as more particularly described on the GATS Platform or in the GATS Guidance Materials.

GATS Escrow Facility means the facility on the GATS Platform made available to each GATS Transacting Entity in respect of its Designated Transactions, and any of its GATS Professional Entities, to assemble one or more GATS Instruments and manage the release of electronic signature pages to each such GATS Instrument (including the timing and sequencing relating thereto).

GATS Forms means the electronic GATS forms of trust, transfer and security related documentation substantially in the forms marked or described from time to time as the 'GATS Forms' on the GATS Platform, which, in each case may (but need not) comprise (i) a set master terms and (ii) a specific document expressly incorporating such master terms.

GATS Guidance Materials means the materials prepared by and designated as such by AWG and published on the GATS Platform providing guidance on the use of GATS, including an optional template transfer clause designed to minimise the burden on the lessee during of the trading or financing of leased aircraft equipment effected by a Beneficial Interest Transfer or a Security Interest Grant.

GATS Instrument means a Trust Instrument, a Transfer Instrument, a Security Instrument, an Amendment Instrument or a Termination Instrument.

GATS Platform means the portal, website and related systems and architecture (including the GATS e-Ledger), which can be accessed via <https://e-gats.aero/>.

GATS Platform Service Provider means the person or persons appointed by AWG from time to time to establish, design, develop, maintain and operate the GATS Platform.

GATS Secured Party means, at any time any GATS Participant: (a) in whose favour a security interest over the beneficial interest in a GATS Trust has been granted or transferred pursuant to an instrument in the applicable GATS Form, or (b) who will become, pursuant to an instrument in the applicable GATS Form executed at such time, the person in whose favour such security interest is to be granted.

GATS Security Forms means the GATS Forms providing for: (a) a Security Interest Grant, (b) a Security Interest Transfer, or (c) a Security Interest Release.

GATS Transfer Forms means the GATS Forms providing for: (a) a Beneficial Interest Transfer or (b) a Successor Trustee Transaction, in each case in respect of the applicable Trust Branch.

GATS Trust means each trust established as such or migrated into GATS in accordance with and pursuant to any request contemplated by Clause 6.1(a)(i) or Clause 6.1(a)(ii), respectively, and for so long as there has been no GATS Trust Removal Notification in respect of such trust.

GATS Trust Forms means the GATS Forms providing for (a) a Trust Establishment, or (b) a Trust Migration, in each case in respect of the applicable Trust Branch.

GATS Trust Removal Notification means, in relation to a trust that was a GATS Trust, a notification entered in the GATS e-Ledger indicating that such trust ceased to be a GATS Trust effective at the date and time of such notification.

GATS Trust Termination Forms means the GATS Forms providing for a Trust Termination, in respect of the applicable Trust Branch.

ICC means the International Chamber of Commerce.

Instructing Secured Party means: (a) in respect of a Security Interest Release relating to a Security Interest Grant which has not been transferred pursuant to one or more Security Interest Transfers, the GATS Secured Party in whose favour such security interest was granted, (b) in respect of a Security Interest Release relating to a Security Interest Grant which has been transferred pursuant to one or more Security Interest Transfers, the GATS Secured Party in whose favour such security interest was transferred pursuant to the most recent such Security Interest Transfer, and (c) in respect of a Security Interest Transfer, the GATS Secured Party transferring such security interest.

KYC Policies and Procedures means, with respect to a GATS Trustee, policies and procedures designed to ensure compliance with all 'know your customer', anti-money laundering, anti-corruption, sanctions and anti-terrorism funding laws and other legal requirements and obligations that would need to be satisfied in the relevant jurisdiction substantively equivalent to those applicable in that jurisdiction to persons regulated as a bank acting as a professional trustee.

Lessor means a legal person or group of legal persons whose bona fide business is or includes: (a) the leasing of aircraft equipment to lessees, (b) the trading of or investment in such leased aircraft equipment, or (c) both of the foregoing.

Majority GATS Participants means, in relation to any notice given by AWG to all GATS Participants, those GATS Participants whose Associated GATS Trusts hold a majority (by number) of all Principal Aircraft Equipment held in the Associated GATS Trusts of the Responding GATS Participants (it being understood that the Principal Aircraft Equipment held in an Associated GATS Trust of a GATS Beneficiary may be counted a second time for the GATS Secured Party in respect of whom such GATS Trust is also an Associated GATS Trust).

Permitted Amendment means an amendment to reflect: (a) the addition or removal of any aircraft equipment to or from a GATS Trust which is specifically described in the Trust Instrument, (b) an updated GATS Form as contemplated by Clause 13.2, (c) the correction of any errors or as required by mandatorily applicable law, (d) a Trust Branch Transfer, and (e) any other amendment expressly contemplated as a permitted amendment in a GATS Form.

Pre-Existing AR means an Advance Requirement relating to a GATS Trust which: (a) is populated onto the GATS

Platform by the applicable AR Organiser and approved by the selected AR Beneficiary of that Advance Requirement, (b) is expressed to apply to the selected category of Designated Transaction relating to that GATS Trust, and (c) thereafter will automatically be applied by the GATS Platform to all such Designated Transactions (without any further action or approval by any Advance Requirement Party) until the selected expiry date relating to that Advance Requirement.

Principal Aircraft Equipment means either: (a) an airframe or helicopter owned in a GATS Trust, or (b) an aircraft engine (other than an auxiliary power unit) owned in a GATS Trust which does not also own any airframes or helicopters, and which, in each case, is recorded in the GATS e-Ledger as being held by such GATS Trust.

Privacy Policies means the AWG privacy policy and, if separate, the GATS Platform Service Provider privacy policy (each of which may be contained in more than one document), available to view by clicking on the applicable link in the footer of the homepage of the GATS Platform, as updated from time to time and incorporated in their entirety into the [Site Terms of Use](#) and, in turn, these GATS e-Terms.

Professional Services Provider means a firm or other grouping of persons providing professional services to one or more GATS Transacting Entities in connection with such GATS Transacting Entity's performance of one or more functions on the GATS Platform.

Responding GATS Participants means, in relation to any notice given by AWG to one or more GATS Participants in accordance with Clause 15.3 requesting a response, each GATS Participant who has so responded in a notice to AWG given in accordance with Clause 15.3 no later than 15 calendar days after the date of the original notice from AWG.

Responding GATS Trustees means, in relation to any notice given by AWG to one or more GATS Trustees in accordance with Clause 15.3 requesting a response, each GATS Trustee who has so responded in a notice to AWG given in accordance with Clause 15.3 no later than 15 calendar days after the date of the original notice from AWG.

Search Certificate means a certificate describing data and information recorded in the GATS e-Ledger relating to a GATS Trust.

Security Instrument means an instrument in the form of the applicable GATS Security Form giving effect to the transaction contemplated in such GATS Security Form.

Security Interest Grant means the grant of a security interest by a GATS Beneficiary over its beneficial interest in a GATS Trust in favour of a GATS Secured Party (and any notification to and consent by the applicable GATS Trustee in respect thereof).

Security Interest Release means the full or partial release and discharge of the security interest granted pursuant to a Security Interest Grant (and any notification to and consent by the applicable GATS Trustee in respect thereof).

Security Interest Transfer means the assignment by a GATS Secured Party to another GATS Secured Party of a security interest granted pursuant to a Security Interest Grant (and any notification to and consent by the applicable GATS Trustee in respect thereof).

Site Terms of Use means the [Site Terms of Use](#) (which may be contained in more than one document), available to view by [clicking here](#), as updated from time to time applicable to any person using the GATS Platform, and incorporated in their entirety into these GATS e-Terms.

Successor Trustee Transaction means, with respect to a GATS Trust, the replacement of the existing GATS Trustee of such GATS Trust with a successor GATS Trustee.

Super-Majority GATS Trustees means, in relation to any notice given by AWG to all GATS Trustees, those GATS Trustees whose Associated GATS Trusts hold 75% or more (by number) of all Principal Aircraft Equipment held in the Associated GATS Trusts of the Responding GATS Trustees.

Termination Instrument means a termination instrument in the form of the applicable GATS Trust Termination Form giving effect to the transaction contemplated in such GATS Trust Termination Form.

Transfer Instrument means a transfer instrument in the form of the applicable GATS Transfer Form giving effect to the transaction contemplated in such GATS Transfer Form.

Trust Branch means each of the United States, Ireland, Singapore and each of the other jurisdictions from time to time added to GATS as a trust branch in accordance with Clause 9.2 and described from time to time as a trust branch on the GATS Platform.

Trust Branch Transfer means, with respect to a GATS Trust, a change of the Trust Branch applicable to such GATS Trust.

Trust Company Service Agreement means, in relation to a GATS Trustee and a GATS Participant, the service agreement, including any fee agreement relating thereto and any standard terms of service incorporated by reference therein, entered into between such GATS Trustee in its individual capacity, or the service provider who has agreed to manage trustee functions on its behalf, and such GATS Participant or its applicable affiliate or sponsor.

Trust Establishment means the formation of a new trust as a GATS Trust, as contemplated by Clause 3(a).

Trust Instrument means a trust instrument in the form of the applicable GATS Trust Form giving effect to the transaction contemplated in such GATS Trust Form.

Trust Migration means the migration of a trust into GATS which, immediately prior to its migration, was not a GATS Trust, as contemplated by Clause 3(b).

Trust Termination means the termination of a GATS Trust.

Trustee Clearance Requirements means, in relation to a GATS Trustee or a person applying to become a GATS Trustee of a Trust Branch, the clearance (or pre-

clearance) requirements, both at the time of application and on a periodic basis, relating to such person's authorisation to act as a professional trustee and its establishment, maintenance and effective application of KYC Policies and Procedures in such Trust Branch.

Unilateral Release Notification means, in circumstances where a GATS Entity's access to the GATS Platform has been limited, suspended or terminated in accordance with Clause 14.4(a) and that GATS Entity acts as the GATS Secured Party of a GATS Trust, a notification entered in the GATS e-Ledger pursuant to which the relevant GATS Beneficiary certifies in accordance with the standards and procedures of the GATS Platform that a Security Interest Release in respect of the security interest granted pursuant to a Security Interest Grant in relation to such GATS Trust has been effected outside of the GATS Platform.

2.2 Interpretation

In these GATS e-Terms, unless otherwise expressly stated:

- (a) words in the singular shall include the plural, and vice versa;
- (b) the terms 'include', 'including' and similar terms shall be construed as if followed by the phrase 'without limitation';
- (c) references to **Clauses** are to the clauses of these GATS e-Terms;
- (d) references to an **acknowledgment, agreement, approval, certification, consent, document, instrument, notification or request** means or includes, as the context may require, a reference to an acknowledgment, agreement, approval, certification, consent, document, instrument, notification or request which has been or must be signed, executed, delivered, given, authenticated or time-stamped digitally or electronically through the GATS Platform;
- (e) references to **signature, execution and delivery** means electronic or digital signature, execution or delivery (and references to **sign, signed, execute, executed, deliver and delivered** shall be construed accordingly);
- (f) references to **persons** includes a reference to any firm, body corporate, company, unincorporated association, entity or partnership of any kind;
- (g) reference to a **legal entity** means any person who is neither (i) an individual nor (ii) a group of individuals, such as a general partnership, which does not have a separate legal identity to that of its individual members;
- (h) references to any period of time shall be by reference to London time;
- (i) references to an **amendment** of a GATS Instrument (and any grammatical variations thereof) do not include (i) the supplementing, amendment or disapplication of any provision by another document which is not a GATS Instrument which is expressly permitted or contemplated by the corresponding

GATS Form, (ii) a waiver given by one party to such GATS Instrument to any other in respect of such other party's performance of its obligations under such GATS Instrument, or (iii) any provision in another document which is not a GATS Instrument to the extent such provision neither conflicts nor is inconsistent with such provision; and

- (j) references to a **professional trustee** means a person whose business is or includes the provision of corporate trustee services for remuneration.

3. ESTABLISHMENT OF GATS TRUSTS AND MIGRATION OF TRUSTS INTO GATS

Pursuant to and in accordance with Clause 6.1(a) (but subject to Clause 4.2):

- (a) any GATS Participant may form a new trust as a GATS Trust under the laws of any Trust Branch; and
- (b) any trust may be migrated into GATS under the laws of any Trust Branch,

provided that, in each case, at the time such trust is to become a GATS Trust, the trustee of such trust is an Associated GATS Trustee of such Trust Branch.

4. CLEARANCE OF GATS PARTICIPANTS BY GATS TRUSTEES

- 4.1 Upon a GATS Trustee, through the GATS Platform, approving a request to clear a GATS Participant (or a person applying to become a GATS Participant) in an Associated Trust Branch:

- (a) such GATS Trustee confirms that:
- (i) it has applied its KYC Policies and Procedures applicable in such Associated Trust Branch and applicable to such person, and such GATS Trustee is satisfied, in accordance with its KYC Policies and Procedures and under applicable law, that it is authorised to do business or continue to do business with such person; and
- (ii) if such person is seeking clearance as part of its application to become a GATS Participant, it is reasonably satisfied that the individual making such application through the GATS Platform on behalf of such person is either (A) a director, officer, employee or contractor of such person, or (B) appears to it to be authorised by such person to make such application;
- (b) such person shall be automatically identified on the GATS Platform as a Cleared GATS Participant of such GATS Trustee in respect of the applicable Associated Trust Branch; and
- (c) such clearance may, at any time thereafter, be revoked by such GATS Trustee through the GATS Platform if (i) it has determined that it is necessary to do so in connection with its duties and obligations under applicable law, or (ii) if it not prohibited from doing so pursuant to the relevant Trust Company Service Agreement.

- 4.2 No GATS Participant shall be entitled to make any request to a GATS Trustee pursuant to Clause 6 unless such GATS Participant is identified on the GATS Platform as a Cleared GATS Participant of such GATS Trustee in respect of the applicable Associated Trust Branch.

- 4.3 No GATS Trustee shall be required to execute or consent to any GATS Instrument pursuant to a request under Clause 6 unless the GATS Participant, who is or will be the GATS Beneficiary of the relevant GATS Trust of the relevant GATS Trust immediately after such Designated Transaction has been recorded as having taken effect, is and remains a Cleared GATS Participant of such GATS Trustee in respect of the applicable Associated Trust Branch.

5. REMOVAL OF GATS TRUSTS FROM GATS

- 5.1 Subject to Clause 5.2 below, any GATS Transacting Entity shall, at any time, be entitled to remove an Associated GATS Trust from GATS by entering a GATS Trust Removal Notification in the GATS e-Ledger in respect of such GATS Trust in accordance with the procedures of the GATS Platform.

- 5.2 Each of the GATS Beneficiary, the GATS Trustee and, if applicable, the GATS Secured Party of an Associated GATS Trust must consent to the removal of such GATS Trust from GATS, except that (a) in the case of an Associated GATS Trust of a GATS Secured Party and to the extent permitted by the GATS Platform, the GATS Secured Party may unilaterally remove a GATS Trust from GATS if such GATS Secured Party does so in accordance with the standards and procedures of the GATS Platform, and (b) no such consent shall be required from any GATS Entity whose access to the GATS Platform, at the effective time of such removal, has been limited, suspended or terminated pursuant to Clause 14.4.

- 5.3 Upon a GATS Trust Removal Notification being entered in the GATS e-Ledger:

- (a) the affected trust shall cease to be a GATS Trust;
- (b) these GATS e-Terms shall cease to apply with respect to such trust; and
- (c) no subsequent transactions relating to such trust will be recorded in the GATS e-Ledger (but each Designated Transaction recorded in the GATS e-Ledger relating to such trust prior to such GATS Trust Removal Notification shall not be deleted from the GATS e-Ledger),

provided that such trust may later be re-migrated into GATS pursuant to Clauses 3(b) and 6.1(a)(ii) as if it were being migrated into GATS as a new GATS Trust.

- 5.4 The entry of a GATS Trust Removal Notification in the GATS e-Ledger is evidence only that the relevant trust is no longer a GATS Trust.

6. GATS TRUSTEE FUNCTIONS

- 6.1 Requests by GATS Participants

A GATS Trustee shall, subject to Clause 4:

(a) upon request from time to time by a GATS Participant:

- (i) effect any Trust Establishment under the laws of any Associated Trust Branch, by executing a Trust Instrument, entered into between such GATS Trustee as trustee and such GATS Participant as beneficiary; and
- (ii) effect any Trust Migration under the laws of any Associated Trust Branch, by executing a Trust Instrument which has the effect of amending and restating the existing trust instrument of such trust, entered into between such GATS Trustee as trustee and such GATS Participant as beneficiary; and

(b) upon request from time to time by a GATS Beneficiary of an Associated GATS Trust execute or consent to any other GATS Instrument relating to such GATS Trust,

in each case through the GATS Platform and: (A) in the form applicable to such Trust Branch, and (B) subject to and in accordance with any service standards, KYC Policies and Procedures, fees, costs and other terms agreed to in the Trust Company Service Agreement, if any, relating to such GATS Participant and, if applicable, the trust instrument relating to the relevant trust or GATS Trust.

6.2 KYC Requirements of GATS Trustees

Each GATS Trustee agrees to, at its expense, in respect of each jurisdiction of its Associated Trust Branches:

- (a) maintain its status as an entity authorised to do business as a professional trustee in such jurisdiction;
- (b) maintain and effectively apply KYC Policies and Procedures in such jurisdiction; and
- (c) provide AWG, at the time of its application to become a GATS Trustee in such Associated Trust Branch and on a periodic basis thereafter, with evidence satisfactory to AWG that it complies with the Trustee Clearance Requirements (which may differ depending on the Trust Branch, and whether such GATS Trustee is regulated as a bank in such Associated Trust Branch, is an affiliate of another person regulated as a bank in another jurisdiction acceptable to AWG, or is neither regulated as a bank nor is an affiliate of another person who is regulated as a bank).

Any evidence to be provided to AWG as contemplated in this Clause 6.2 shall, if so required by AWG, be supported by one or more opinions, letters of assurance or other written statements from an independent third-party satisfactory to AWG.

7. DESIGNATED TRANSACTIONS

7.1 Each GATS Entity agrees, without limiting Clause 11, that each Designated Transaction shall, subject to Clause 7.2, be effected by the applicable GATS Instrument, which shall be in electronic or digital

form for the applicable Trust Branch as generated, executed and delivered through the GATS Platform.

7.2 Each GATS Entity may manually execute a duplicate of any GATS Instrument in electronic or digital form executed through the GATS Platform, provided that such duplicate:

- (a) is in the same form as the electronic or digital form of such instrument (but need not include any boilerplate provisions relating solely to electronic or digital signatures and execution); and
- (b) includes the conspicuous display of the trademarked term 'Global Aircraft Trading System' or 'GATS' on its front page.

7.3 The GATS Platform will not record a Designated Transaction as having taken effect or enter such Designated Transaction in the GATS e-Ledger unless:

- (a) each party to such Designated Transaction (as determined by the applicable GATS Instrument) has electronically or digitally executed such GATS Instrument through the GATS Platform, and each such party's signature page has been released from electronic escrow in accordance with the procedures of the GATS Escrow Facility;
- (b) each Advance Requirement applicable to such Designated Transaction has been satisfied or waived through the GATS Platform by the applicable AR Beneficiary, or the objection period (which may be referred to on the GATS Platform as the 'time to act'), if any, applicable to such Advance Requirement has lapsed; and
- (c) all fees described on the GATS Platform which are applicable to such Designated Transaction and which are then due and payable have been paid.

7.4 The GATS Platform will not permit the execution and delivery of a Security Instrument, nor record a Security Interest Grant as having taken effect, nor enter such Security Interest Grant in the GATS e-Ledger unless there is or will be, immediately prior to such Designated Transaction taking effect, no other Security Interest Grant recorded in the GATS e-Ledger which has not been recorded as having been released and discharged pursuant to a Security Interest Release.

7.5 Each GATS Entity agrees to the escrow and transaction closing arrangements established under the GATS Escrow Facility and governed in accordance with the procedures as described on the GATS Platform.

8. ADMISSION OF GATS ENTITIES; SANCTIONS AND OTHER CHECKS

8.1 Business activities of GATS Participants and GATS Professional Entities

- (a) Each GATS Participant agrees that at all times it is, when taken together with the activities of its affiliates and, if applicable, its servicer, any one or a combination of the following: (a) a Lessor, (b) a Financier, or (c) a Business Aircraft Participant.

- (b) Each GATS Professional Entity agrees that at all times it is a Professional Services Provider.

8.2 Compliance with laws

- (a) Each GATS Entity agrees that, solely by agreeing to be bound by these GATS e-Terms (whether or not an Agreement to Participate is then formed) or, in the case only of a GATS Transacting Entity, a Designated Transaction, neither it nor any other party to such agreement or transaction shall, as a result of entering into such agreement or transaction, be in breach of any 'know your customer', anti-money laundering, anti-corruption, sanctions, or anti-terrorism funding laws in effect in any Trust Branch.

- (b) It is a condition to the effectiveness of its Agreement to Participate that the GATS Entity seeking to enter into it is, at the time it confirms its acceptance of and an agreement to be bound by and comply with these GATS e-Terms, in compliance with Clause 8.2(a).

8.3 Admission of new GATS Participants

- (a) Any legal person may at any time become a GATS Participant by:

- (i) applying in accordance with the applicable standards and procedures on the GATS Platform;
- (ii) agreeing, in accordance with such procedures, to be bound by and comply with these GATS e-Terms as a GATS Participant, and confirming that it is in compliance with Clauses 8.1(a) and 8.2(a);
- (iii) receiving clearance, in accordance with such standards and procedures, by at least one GATS Trustee that such legal person will, upon admission, be a Cleared GATS Participant of such GATS Trustee in respect of one or more of its Associated Trust Branches; and
- (iv) if applicable, paying any fees due and payable by it in accordance with the terms described on the GATS Platform, and as determined in accordance with Clause 13.1(f)(ii).

- (b) Upon completion of the requirements set out in paragraph (a) and after it has passed the checks described in Clause 8.6 below, such person shall: (i) have entered into an Agreement to Participate in accordance with Clause 16.2(a), and (ii) be identified on the GATS Platform as (A) a GATS Participant, and (B) a Cleared GATS Participant of its clearing GATS Trustee in respect of its relevant Associated Trust Branches.

8.4 Admission of new GATS Trustees

- (a) Any legal person may at any time become a GATS Trustee of one or more Trust Branches by:

- (i) applying in accordance with the applicable standards and procedures on the GATS Platform;

- (ii) agreeing, in accordance with such procedures, to be bound by and comply with these GATS e-Terms as a GATS Trustee, confirming that it is in compliance with Clause 8.2(a), and selecting one or more Trust Branches which, if it is admitted, will be its initial Associated Trust Branches;

- (iii) receiving clearance in accordance with such standards and procedures and as contemplated by Clause 13.1(h); and

- (iv) if applicable, paying any fees due and payable by it in accordance with the terms described on the GATS Platform, and as determined in accordance with Clause 13.1(f)(ii).

- (b) Upon completion of the requirements set out in paragraph (a) and after it has passed the checks described in Clause 8.6 below, such person shall: (i) have entered into an Agreement to Participate in accordance with Clause 16.2(a), and (ii) be identified on the GATS Platform as (A) a GATS Trustee, and (B) being associated with its initial Associated Trust Branches.

8.5 Admission of new GATS Professional Entities

- (a) Any Professional Services Provider may at any time become a GATS Professional Entity by:

- (i) applying in accordance with the applicable standards and procedures on the GATS Platform;

- (ii) agreeing, in accordance with such procedures, to be bound by and comply with these GATS e-Terms as a GATS Professional Entity, and confirming that it is in compliance with Clauses 8.1(b) and 8.2(a);

- (iii) receiving clearance, in accordance with such standards and procedures, as a bona fide Professional Services Provider by at least one GATS Participant, at least one GATS Trustee or, for administrative convenience, AWG in its sole discretion; and

- (iv) if applicable, paying any fees due and payable by it in accordance with the terms described on the GATS Platform, and as determined in accordance with Clause 13.1(f)(ii).

- (b) Upon completion of the requirements set out in paragraph (a) and after it has passed the checks described in Clause 8.6 below, such person shall: (i) have entered into an Agreement to Participate in accordance with Clause 16.2(a), and (ii) be identified on the GATS Platform as a GATS Professional Entity.

8.6 Sanctions and other checks

- (a) Each GATS Entity agrees that a series of checks may be conducted against it with sanctioned person databases, watch lists and other public domain databases to obtain other information about such GATS Entity and its affiliates, directors, officers, employees and other persons associated with it.

- (b) Such checks may be carried out against a GATS Entity:
- (i) prior to such GATS Entity becoming a GATS Participant, a GATS Trustee or a GATS Professional Entity and on each anniversary thereof (or at such other intervals as AWG may determine); and
 - (ii) upon such GATS Entity editing its name or other details relating to its 'Entity Profile' (as defined in the [Site Terms of Use](#)) on the GATS Platform.
- (c) If it appears to AWG, acting in its sole discretion, that a GATS Entity or a person applying to become a GATS Participant, a GATS Trustee or a GATS Professional Entity, any 'Digital Certificate User' (as defined in the [Site Terms of Use](#)) associated or proposed to be associated with it, or any of its affiliates, directors, officers, employees or other persons associated with it appears on any such database or list, such GATS Entity's access to the GATS Platform may be limited, suspended or terminated pursuant to Clause 14.4 or, as applicable, such person's application to become a GATS Entity may be rejected and it shall not be entitled to become a GATS Entity.

9. TRUST BRANCHES

9.1 Association between GATS Trustees and Trust Branches

No GATS Trustee, through the GATS Platform, shall act or be required or permitted to act as a GATS Trustee with respect to any Trust Branch, or sign, execute or deliver any documents in such capacity, except to the extent it has become an Associated GATS Trustee of such Trust Branch in accordance with Clause 8.4 or 9.3.

9.2 Addition of new Trust Branches

AWG may from time to time add a new Trust Branch to GATS. No such addition shall take effect until:

- (a) the GATS Platform shall have been updated by AWG to note the effective date of such addition; and
- (b) the GATS Forms relating to such new Trust Branch, developed by AWG as contemplated by Clause 13.1(d)(ii), shall have been uploaded by AWG to the GATS Platform and deployed for use by the GATS Platform Service Provider.

9.3 Changes to Trust Branches associated with a GATS Trustee

- (a) A GATS Trustee may:
 - (i) become associated with a Trust Branch with which it is not already associated upon satisfying the requirements described in Clauses 8.4(a)(iii) and (iv) in respect of such Trust Branch; or
 - (ii) subject to paragraph (c) below, cease to be associated with a Trust Branch,

in each case by following the applicable standards and procedures on the GATS Platform.

- (b) Upon completing such procedures and provided it has met such standards, such GATS Trustee shall be identified on the GATS Platform as being associated with, or ceasing to be associated with, as applicable, such Trust Branch.
- (c) Unless such association has been withdrawn by AWG pursuant to Clause 14.4(a), a GATS Trustee may cease to be a GATS Trustee of a Trust Branch only if, at such time, it is not the trustee of any GATS Trusts of such Trust Branch.

10. GATS E-LEDGER; SEARCH FUNCTIONS; ADVANCE REQUIREMENTS

10.1 Recording of actions on the GATS Platform

- (a) The admission of new GATS Entities in accordance with Clause 8.3, 8.4 or 8.5, as applicable, and the clearance by of GATS Entities by the applicable clearing party (including the clearance by GATS Trustees of GATS Participants in accordance with Clause 4) shall be effected and recorded electronically through the GATS Platform.
- (b) Each GATS Entity agrees that, with respect to a Designated Transaction and upon the requirements described in Clause 7.3 being satisfied, such Designated Transaction shall be automatically entered in the GATS e-Ledger.
- (c) Each Designated Transaction, Unilateral Discharge Notification and GATS Trust Removal Notification shall be entered in the GATS e-Ledger.
- (d) No Security Interest Transfer nor Security Interest Release shall be entered into the GATS e-Ledger unless the applicable Instructing Secured Party has executed the Security Instrument relating to such Security Interest Transfer or such Security Interest Release.

10.2 Certificates

- (a) Each Search Certificate and each Advance Requirement Certificate shall constitute conclusive evidence of the facts stated therein.
- (b) Each Search Certificate shall:
 - (i) relate to a single GATS Trust;
 - (ii) list each Designated Transaction relating to such GATS Trust, the parties to each such Designated Transaction and the effective date and time of each such Designated Transaction (but shall not disclose the existence, terms or status of any Advance Requirements); and
 - (iii) set out information in chronological order.
- (c) Only an Advance Requirement Party is entitled to an Advance Requirement Certificate relating to the corresponding Designated Transaction.

10.3 Search functions and GATS e-Ledger data

- (a) The search criteria for GATS e-Ledger shall be:

- (i) the name or the unique identification number of a GATS Trust;
 - (ii) the existing GATS Beneficiary of a GATS Trust, or any person who was at any time the GATS Beneficiary of a GATS Trust; and
 - (iii) the manufacturer, generic model and manufacturer's serial number or registration mark of any aircraft equipment recorded as currently being held in a GATS Trust or which was at any time held in a GATS Trust.
- (b) The GATS e-Ledger shall be searchable by, and a Search Certificate shall be issued to, any GATS Entity and, subject to the [Site Terms of Use](#), any other legal entity. The fee for a search of the GATS e-Ledger shall be determined in accordance with Clause 13.1(f)(ii).
- (c) Additional search criteria and certifications may be added in connection with expanded functionality of the GATS Platform under Clause 14.3(a), provided that no such search or certification shall disclose proprietary information. The existence and recorded details of any Designated Transaction and the existence of other transactions which may in future be recorded by GATS Transacting Entities in the GATS e-Ledger shall, within the terms of any such expanded functionality, be deemed non-proprietary information.
- (d) The following shall be made available through the GATS Platform to each GATS Entity:
- (i) the Associated Trust Branches of each GATS Trustee, and each GATS Trustee's applicable Cleared GATS Participants, but only to the extent (A) such GATS Entity is a transacting party to any Designated Transaction populated in such GATS Escrow Facility or is acting as escrow coordinator of the GATS Escrow Facility, and (B) such information is required for validation purposes in order to give effect to any Designated Transaction within the GATS Escrow Facility environment; and
 - (ii) if such GATS Entity is a GATS Transacting Entity (or is a GATS Professional Entity appointed through the GATS Platform to act on its behalf pursuant to Clause 14.8), electronic copies of all digitally signed GATS Instruments and all other information entered in the GATS e-Ledger relating to each of such GATS Transacting Entity's Associated GATS Trusts.
- remove an Advance Requirement or a Pre-Existing Advance Requirement to such Designated Transaction.
- (c) A Pre-Existing AR will cease to apply to any future Designated Transaction to which it would otherwise apply, without the consent of the AR Beneficiary:
- (i) on the selected expiry date of that Pre-Existing AR; or
 - (ii) upon the AR Organiser confirming through the GATS Platform that it is entitled or authorised under any agreement to which the AR Beneficiary is a party, or by law or otherwise, to unilaterally delete and remove such Pre-Existing AR from the GATS Platform.
- (d) The GATS Platform shall permit the AR Beneficiary to change electronically the status of the relevant proposed Designated Transaction to confirm that each Advance Requirement granted in its favour has been satisfied, waived, or not yet satisfied. For the purposes of Clause 7.3(b), if an AR Beneficiary fails to change the status of an Advance Requirement to 'satisfied', 'waived', or 'not yet satisfied' within the objection period it shall 'lapse' and be deemed to have been satisfied or waived.
- (e) The GATS Transacting Parties to a Designated Transaction (including any GATS Professional Entity appointed through the GATS Platform to act on its behalf pursuant to Clause 14.8) and each other GATS Entity granted access to manage or observe the status of the GATS Escrow Facility in which such Designated Transaction is contained (including the escrow coordinator of such GATS Escrow Facility), may be notified or made aware:
- (i) that there exist one or more Advance Requirements relating to such Designated Transaction; and
 - (ii) of the collective status of whether or not all such Advance Requirements have been satisfied or waived.
- Subject to the foregoing, neither the description, the terms nor the status of any Advance Requirement relating to a Designated Transaction, may be searched or made available through the GATS Platform to any person other than to the relevant Advance Requirement Parties.

10.4 Advance Requirements

- (a) Except as described in Clauses 10.4(b) and (c) below, an Advance Requirement (including a Pre-Existing AR) previously populated onto the GATS Platform shall not be modified, deleted or removed from the GATS Platform without the consent of the AR Beneficiary.
 - (b) At any time prior to a Designated Transaction being recorded as taking effect, the AR Organiser may, with the consent of the AR Beneficiary (or proposed AR Beneficiary, as applicable), add, modify, delete or
11. **USE OF GATS FORMS**
- No GATS Participant is required, expressly or impliedly:
- (a) to use the GATS Forms for the formation or termination of, transfer of or grant or assignment of a security interest over any beneficial interest in, or any other transaction relating to any trust other than a GATS Trust, except any transaction effecting the migration of a trust into GATS as a GATS Trust; or
 - (b) to incorporate any template lease transfer clause forming part of the GATS Guidance Materials, or

any part thereof, into the terms of any lease of aircraft equipment beneficially owned by it.

12. DISCLAIMERS

12.1 Without prejudice to the terms of any agreement or other document binding on it:

- (a) to the maximum extent permitted by law, no GATS Entity, AWG, the GATS Platform Service Provider, no person named as a 'Protected Party' in the Equipment Manufacturer Disclaimer, nor any of their respective sub-contractors, affiliates, shareholders, directors, officers or employees will be liable for any loss or damage to any other such party or any other person, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with GATS, participation in GATS, any Agreement to Participate or the GATS Platform for:
- (i) use of, or inability to use, the GATS Platform, any interruption or unavailability of the GATS Platform or the GATS Forms;
 - (ii) use of or reliance on any content displayed on the GATS Platform;
 - (iii) the accuracy or completeness of any User Data (as defined in the [Site Terms of Use](#));
 - (iv) loss of profits, sales, business or revenue;
 - (v) loss of agreements or contracts;
 - (vi) loss of business, opportunity, goodwill or reputation;
 - (vii) loss of anticipated savings;
 - (viii) business interruption;
 - (ix) loss of use or corruption of software, data or information;
 - (x) any indirect or consequential loss or damage whether or not foreseeable, even where the likelihood of such loss or damage has been advised; and
 - (xi) in the case of AWG, the clearing, refusal to clear or delay in clearing any GATS Trustee pursuant to Clause 13.1(h) or other GATS Entity, or any other action taken or not taken pursuant to Clause 13 or Clause 14.7 or any other provision of these GATS e-Terms or the [Site Terms of Use](#) (and any other terms forming part of or incorporated into the [Site Terms of Use](#)), including taking or refraining to take any action relating to: (A) fees pursuant to Clause 13.1(f)(ii), or (B) termination or suspension of access to or use of the GATS Platform, or (C) any court order; and
- (b) AWG and the GATS Platform Service Provider and each other person specified in Clause 12.1(a) above exclude all implied conditions, warranties, representations or other terms that may apply to the GATS Platform or any content on it and, except as expressly stated in these GATS e-Terms, no person specified in Clause 12.1(a) above gives or makes any

representations, warranties or obligations in relation to GATS, its participation in GATS or the GATS e-Ledger, and the term implied pursuant to s.13 of the UK Supply of Goods and Services Act 1982 is, to the maximum extent permitted by law, excluded from each such agreement.

12.2 Without limiting Clause 12.1, under no circumstances shall the AWG or the GATS Platform Service Provider have liability to any party beyond the total fees paid by such party to use the GATS Platform relating to any Dispute.

12.3 For the benefit of each person named as a 'Protected Party' in the Equipment Manufacturer Disclaimer, each GATS Entity agrees to the Equipment Manufacturer Disclaimer, as if set out in full in these GATS e-Terms.

12.4 This Clause 12 shall survive the termination of each Agreement to Participate.

13. ROLE OF AVIATION WORKING GROUP

13.1 Role of Aviation Working Group

Without incurring any liability or obligation to any GATS Entity or any other person, AWG may, whether acting directly, through a third-party service provider or otherwise:

- (a) assess and facilitate the consistent use, implementation, and legal effect of GATS, including (i) practicalities associated with the GATS Platform (ii) acceptance of trusts generally, (iii) the legal enforceability of documents in the form of the GATS Forms, and (iv) the applicability of tax treaties thereto and the fiscal transparency of GATS Trusts thereunder and for other tax purposes, and periodically report on the foregoing to the GATS Transacting Entities;
- (b) coordinate with relevant law firms (whether or not such firms are GATS Professional Entities) for the provision of legal opinions relating to the enforceability of documentation in the form of the GATS Forms under the respective selected governing law of such documentation;
- (c) prepare, update and maintain the GATS Guidance Materials;
- (d) convene periodic meetings to review and assess:
 - (i) these GATS e-Terms and, as necessary, suggest amendments thereto to be implemented in accordance with, and subject to, Clause 15.1; and
 - (ii) each of the existing GATS Forms or, in connection with a new Trust Branch as contemplated by Clause 9.2, the preparation of GATS Forms for that new Trust Branch and, as necessary, suggest amendments thereto and develop and prepare new or updated versions thereof to be adopted, as a Permitted Amendment, at the option and in the sole discretion of the relevant GATS Transacting Parties;

- (e) secure through ownership or, where has AWG has agreed, licensing arrangements: (i) intellectual property rights relating to the use of 'Global Aircraft Trading System' and 'GATS' names and the GATS Forms, and (ii) ownership of the GATS domain names, all content hosted on GATS Platform (other than content stored pursuant to Clause 14.3(a) and the GATS e-Ledger (including intellectual property rights subsisting therein);
- (f) without limiting Clause 13.1(e):
- (i) contract with, and provide technical assistance to, the GATS Platform Service Provider for the establishment, design, development, operation and maintenance of the GATS Platform and the GATS e-Ledger, in each case as contemplated by these GATS e-Terms;
- (ii) set, review, and modify fees payable: (A) by GATS Transacting Entities to participate in GATS or by GATS Professional Entities, and effect and record Designated Transaction on the GATS Platform (including the issuance and management of certificates for electronic or digital signatures and any verification procedures relating thereto), (B) by any person searching the GATS e-Ledger as contemplated by Clause 10.2 or receiving a certificate relating to any such search, and (C) for any other use of the GATS Platform or GATS e-ledger, including any increased functionality described in Clause 14.3(a) (which may, in each case, differentiate between transaction types, categories of aircraft equipment, among Lessors, Financiers and Business Aircraft Participants, members and non-members of AWG or otherwise);
- (iii) acting on behalf of GATS and to the extent permitted by applicable law, set and modify the fees payable to GATS Trustees as described in Clause 14.5(b); and
- (iv) retain, assign or distribute the fees described in Clause 13.1(f)(ii), or use such fees or any portion thereof to fund or finance the operation of the GATS, as it determines in its sole discretion;
- (g) in respect of the GATS Platform: (i) take any action permitted by Clause 14.4 or 14.7, (ii) add all or part of the functions described in Clause 14.3(a) and add any content, including forms, documents, certificates and other content relating to the sale, leasing, financing or trading of any aircraft equipment, (iii) enhance or improve its functionality or design, provided that no change may be made to any GATS Forms or these GATS e-Terms except in accordance with Clause 15.1, and (iv) manage any advertising space or other features;
- (h) prepare, update and maintain the Trustee Clearance Requirements, and clear a person to become and remain a GATS Trustee if such person:
- (i) is authorised under the laws of the jurisdiction of each of its Associated Trust Branches to do business as a professional trustee of one or more GATS Trusts established in such Trust Branch; and
- (ii) is in compliance with Clause 6.2; and
- (i) in the event of questions or other circumstances within the scope of but not specifically addressed by these GATS e-terms, and without prejudice to Clause 14.7, instruct that any action be taken or refrained from being taken with respect to the GATS Platform which are required to advance the purpose and intent of GATS and any expanded GATS platform functionality as set out in Clause 14.3(a)
- 13.2 Amendments to GATS e-Terms and GATS Forms by AWG
- (a) These GATS e-Terms may be amended at any time by AWG acting unilaterally and without the consent of any GATS Entity for the purposes of any of the following:
- (i) correcting any errors, clarifying the intent or effect of any provisions or addressing omissions or circumstances within the scope of, but not specifically addressed by these GATS e-terms;
- (ii) complying with any applicable law or regulation (including compliance with any applicable requirements of the U.S. Federal Aviation Administration, any other aviation authority or other public authority where such any GATS Instrument is to be filed); and
- (iii) amending the definition of 'Designated Transaction' amending the definition of 'Permitted Amendment' or any other transaction constituting a Designated Transaction, adding, amending or deleting provisions to give effect to any amendment to the definition of 'Designated Transaction';
- (iv) amending the [Site Terms of Use](#), any Privacy Policy, the [Equipment Manufacturer Disclaimer](#), or any other terms, policies, disclaimers or notices incorporated by reference in the [Site Terms of Use](#), even if, by reason of the incorporation of the [Site Terms of Use](#) into these GATS e-Terms, such amendment has the effect of amending these GATS e-Terms; and
- (v) amending its notice details in Clause 15.3(e).
- Any such amendment shall take effect upon compliance with Clause 15.1(c).
- (b) Pursuant to Clause 13.1(d)(ii), AWG may, acting unilaterally and without the consent of any GATS Entity, make amendments to produce an updated version of the existing GATS Forms or, in connection with a new Trust Branch as contemplated by Clause 9.2, prepare new GATS Forms for that new Trust Branch.
- (c) To the extent an amended or updated version of a GATS Form is made available pursuant to Clause 13.2(b), no GATS Transacting Entity shall be

required to enter into any GATS Instrument in the form of such amended or updated GATS Form unless it shall have consented to such amendment or updated version.

(d) Any GATS Form which has been superseded by a new or updated version of such GATS Form, prepared and made available in accordance with Clause 13.1(d)(ii), shall continue to be the applicable GATS Form for a GATS Trust where:

- (i) the GATS Trustee, the GATS Beneficiary or, where applicable, the GATS Secured Party of such GATS Trust has not consented to the amended version of such GATS Form; or
- (ii) the Trust Instrument creating such GATS Trust (or migrating the trust originally created thereunder into GATS as such GATS Trust) was entered into prior to the amended version of such GATS Form taking effect.

(e) The addition of a new GATS Form (for example, to expand GATS into the jurisdiction of another territorial unit within an existing Trust Branch) which does not replace any other GATS Form shall not be, nor be deemed to be, an amendment of any existing GATS Form unless expressly stated when made available on the GATS Platform.

14. E-TRANSACTION REQUIREMENTS; GATS PLATFORM FUNCTIONALITY; FEES

14.1 e-Transaction requirements

(a) Except as expressly provided in Clause 14.1(b) below, each Designated Transaction must be:

- (i) effected by the applicable GATS Instrument;
- (ii) signed, executed, delivered, effected, authenticated and time-stamped digitally or electronically; and
- (iii) upon the requirements described in Clause 7.3 being satisfied, entered automatically in the GATS e-Ledger,

in each case, through the GATS Platform.

(b) Any of the following Designated Transactions may be effected outside of the GATS Platform, effected manually and, except for any Designated Transaction referred to in paragraph (v) below, pursuant to an instrument that is not in the applicable GATS Form:

- (i) a Security Interest Grant;
- (ii) a Security Interest Transfer or a Security Interest Release relating to a Security Interest Grant which has not been given effect in accordance with Clause 14.1(a);
- (iii) a Security Interest Release in respect of which a Unilateral Release Notification may be entered in the GATS e-Ledger pursuant to and in accordance with Clause 14.4(d); or
- (iv) any amendment (whether or not a Permitted Amendment) to the terms of or the instrument giving effect to a Security Interest Grant,

Security Interest Transfer or Security Interest Release contemplated by paragraphs (i), (ii) or (iii) above; and

(v) a Designated Transaction effected pursuant to Clause 14.6.

Each GATS Entity acknowledges that any such Designated Transaction will not be entered in the GATS e-Ledger, except to the extent details thereof are provided in any Unilateral Release Notification and, with respect only to any Designated Transaction referred to in paragraph (v) above, except to the extent contemplated by Clause 14.6.

(c) Each GATS Transacting Entity agrees that, for so long as the related GATS Trust is not terminated pursuant to a GATS Termination Instrument or no GATS Trust Removal Notification has been entered in the GATS e-Ledger in respect of such GATS Trust, it shall not amend any GATS Instrument to which it is a party except to the extent such amendment is:

- (i) effected pursuant to an Amendment Instrument or another GATS Instrument; or
- (ii) permitted in accordance with Clause 14.1(b)(iv) above.

14.2 Legal effect of e-transactions and e-actions

Each GATS Transacting Entity agrees that, with respect to each GATS Instrument to which it is a party and the Designated Transaction to which such GATS Instrument relates:

- (a) each other GATS Transacting Entity who is a party thereto shall be entitled to rely on (i) the signature, execution, delivery, effect, authentication and time-stamping of such GATS Instrument effected electronically or digitally through the GATS Platform, and (ii) any approval, consent or other action given or taken electronically or digitally through the GATS Platform in connection with such Designated Transaction (including the satisfaction or waiver or other action taken in respect of any related Advance Requirement); and
- (b) the signature, execution, delivery, effect, authentication and time-stamping of such GATS Instrument by it, effected electronically or digitally through the GATS Platform, shall constitute a legally binding agreement of such GATS Transacting Entity and conclusive evidence of such agreement,
- (c) any approval, consent or other action given or taken electronically or digitally through the GATS Platform in connection with such Designated Transaction (including the satisfaction or waiver or other action taken in respect of any related Advance Requirement) shall be legally binding on such GATS Transacting Entity and conclusive evidence of such approval, consent or action

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

14.3 Expanded GATS Platform functionality

- (a) In connection with a Designated Transaction or more generally the sale, leasing, financing or trading of any aircraft equipment, the following additional functionality may be made available through the GATS Platform to GATS Entities and their customers and other counterparties (or any subset of the foregoing as determined by AWG in its sole discretion):
- (i) the electronic exchange and delivery of information, documents (including standardised documents), notices, and other materials,
 - (ii) the electronic granting of acknowledgments, consents and approvals (including those which may be conditions to such transactions taking effect);
 - (iii) the electronic or digital signing, execution, delivery, authentication and time-stamping of other contracts which relate to or facilitate such transactions;
 - (iv) the electronic transfer, granting and recordation of property interests and contractual and other legal rights;
 - (v) the deployment of smart contract technology in relation to the items described in paragraphs (i) to (iv) above; and
 - (vi) the storage of the items described in paragraphs (i) to (iv) above.
- (b) The additional functions contemplated by Clause 14.3(a), to the extent made available on the GATS Platform, are entirely optional in nature, and no person entitled to use such additional functions is required, expressly or impliedly, to do so. None of the information, documents, notices or other materials referred to in Clause 14.3(a) shall be made available to or searchable by any person other than the persons to whom the relevant person entitled to use such additional functions grants access or requests access be granted.
- 14.4 Non-compliance and suspension or termination of access to GATS Platform
- (a) In the event that a GATS Entity:
- (i) fails to pay any fees under Clause 14.5(a) on the due date for payment;
 - (ii) fails to comply with Clause 6.2 (to the extent applicable to it), Clause 8.2 or Clause 14.1;
 - (iii) fails any of the checks against it or persons associated with it as contemplated by Clause 8.6;
 - (iv) takes action whose purpose or effect is to misuse the GATS Platform or disrupt the operation or functionality of the GATS Platform; or
 - (v) uses the GATS Platform or take any action which is otherwise not permitted under the [Site Terms of Use](#),
- such GATS Entity's access to the GATS Platform may be limited, suspended or (whether or not then limited or suspended without notice until it is determined, in AWG's sole discretion, that such failure or action has been remedied (if capable of remedy) and such GATS Entity has, to the satisfaction of AWG, taken all further action requested by AWG relating thereto, including providing evidence of such remedy and taking all actions required to be taken pursuant to Clause 8 as if it were being admitted as a GATS Entity. If a GATS Entity's access to the GATS Platform is limited or suspended pursuant to Clause 14.4(a), AWG shall be entitled to terminate its access to the GATS Platform, effective upon notification to such GATS Entity, whereupon, in accordance with Clause 16.3(b), its Agreement to Participate shall automatically terminate with immediate effect.
- (b) If a GATS Entity terminates its Agreement to Participate in accordance with Clause 16.3, such GATS Entity's access to the GATS Platform shall be terminated with immediate effect.
 - (c) If a GATS Entity's access to the GATS Platform is terminated in accordance with Clause 14.4(b):
 - (i) no proposed Designated Transaction in any GATS Escrow Facility to which such GATS Entity is a transacting party or in respect of which it is acting as escrow coordinator shall take effect within and pursuant to such GATS Escrow Facility; and
 - (ii) except for any Associated GATS Trusts in respect of which it acts solely as the GATS Secured Party, each of its Associated GATS Trusts shall cease to be a GATS Trust and it shall be recorded in the GATS e-Ledger that each such is no longer a GATS Trust.
 - (d) If a GATS Entity's access to the GATS Platform is limited or suspended in accordance with Clause 14.4(a) or terminated in accordance with Clause 14.4(b) and:
 - (i) such GATS Entity is acting solely as the GATS Secured Party of a GATS Trust; and
 - (ii) a Security Interest Release in respect of the security interest granted pursuant to a Security Interest Grant in relation to such GATS Trust has been effected outside of the GATS Platform,
 at any time during the period until such GATS Entity's access to the GATS Platform is restored (if at all), the relevant GATS Beneficiary shall be entitled to enter a Unilateral Release Notification in the GATS e-Ledger in respect of such release and discharge in accordance with the procedures of the GATS Platform. Such notification shall have the same effect as if a Security Interest Release were entered in the GATS e-Ledger in respect of the relevant GATS Trust.
 - (e) In the event a GATS Entity's access to the GATS Platform is limited, suspended or terminated in accordance with these GATS e-terms or otherwise,

and such limitation, suspension or termination gives rise to a Dispute, AWG shall be entitled to defer any restoration of the affected GATS Entity's access to the GATS Platform until such Dispute has been fully and finally resolved in accordance with Clauses 16.5, 16.6 and 16.7.

14.5 Fees

- (a) Each GATS Entity agrees to pay, through the GATS Platform, all GATS fees determined in accordance with Clause 13.1(f)(ii) which from time to time become due and payable by it in accordance with the terms described on the GATS Platform.
- (b) Each GATS Trustee agrees, in consideration of providing professional trustee services to each GATS Beneficiary of an Associated GATS Trust, to charge fees in accordance with the terms described on the GATS Platform and, if applicable, in accordance with any document given by it to and in favour of AWG in connection with its clearance as a GATS Trustee.
- (c) The setting or modification of any fees will not take effect until the start of the next calendar year after being posted on the GATS Platform in accordance with Clause 13.1(f)(ii) and 13.1(f)(iii).

14.6 Unavailability or malfunctioning of GATS Platform due to Force Majeure

- (a) Upon AWG announcing a force majeure, a system event temporarily adversely affecting the GATS Platform or other extraordinary event disrupting the operation or functionality of the GATS Platform, and during the period until AWG announces that such operation and functionality has been restored:
 - (i) each affected GATS Transacting Entity shall be entitled to effect a Designated Transaction relating to an Associated GATS Trust pursuant to a manually executed and delivered GATS Instrument in the applicable GATS Form, without modification except as required to reflect the absence of electronic or digital execution and delivery; and
 - (ii) without incurring any liability or obligation to any GATS Entity or any other person, AWG will, in accordance with Clause 13.1(a), urgently consult with the GATS Platform Support Provider to: (A) restore functionality as soon as possible, and (B) provide a means for affected GATS Transacting Entities to enter in the GATS e-Ledger each manually effected Designated Transaction, if any, which has taken effect during such period as contemplated by Clause 14.6(a)(i).
- (b) Upon AWG announcing that such operation and functionality has been fully restored, each GATS Transacting Entity shall, with respect to each relevant Associated GATS Trust and within a reasonable time after the end of such period, through the GATS Platform, either:
 - (i) amend and restate the Trust Instrument or the Security Instrument, as applicable, through the GATS Platform;

- (ii) execute a duplicate of the relevant GATS Instrument; or
- (iii) take, as an alternative, any other permitted course of action providing a means to enter in the GATS e-Ledger each manually effected Designated Transaction, as contemplated by Clause 14.6(a)(ii)(B),

in each case to reflect each manually effected Designated Transaction and using the applicable procedures then in effect as described on the GATS Platform.

14.7 Court orders

Notwithstanding any other term in these GATS e-Terms, upon the issuance of a binding order by any court having competent jurisdiction over any matter relating to any Agreement to Participate, these e-terms, a Designated Transaction, a GATS Instrument, a GATS Entity, AWG or the GATS Platform Service Provider (and whether or not such order is the subject of an appeal):

- (a) the GATS e-Ledger may be corrected or updated; and
- (b) any action may be taken or refrained from being taken with respect to the GATS Platform, as may be instructed by AWG in accordance with the terms of such court order.

14.8 GATS Professional Entities

The GATS Platform may permit, as technological matter through the GATS Platform:

- (a) a GATS Professional Entity to act as escrow coordinator of a GATS Escrow Facility, and
- (b) each GATS Transacting Entity to appoint, in accordance with the applicable procedures on the GATS Platform, one or more GATS Professional Entities to work on one or more Designated Transactions, perform other functions and view information available to such GATS Transacting Entity on the GATS Platform on its behalf.

To the extent that such facility is made available on the GATS Platform, any such appointment, in accordance with the applicable procedures, may be technologically limited in scope and, at the sole discretion of a GATS Transacting Entity, from time to time revoked or the scope of such appointment otherwise amended by the appointing GATS Transacting Entity.

15. MISCELLANEOUS PROVISIONS

15.1 Amendments to GATS e-Terms

- (a) These GATS e-Terms may be amended at any time:
 - (i) as contemplated by and in accordance with Clause 13.2; or
 - (ii) subject to Clause 15.1(b), by AWG without the consent of any GATS Professional Entity but with the consent of the Majority GATS Participants following prior written notice to all

GATS Entities no later than one calendar month prior to such amendment taking effect.

- (b) No amendment to or which has the effect of amending Clauses 4.2, 6, 7.3, 12 or this Clause 15.1 shall take effect without the consent of the Super-Majority GATS Trustees. This Clause 15.1(b) shall not apply to any amendment contemplated by and effected in accordance with Clause 13.1(i).
- (c) No amendment to these GATS e-Terms shall take effect until the GATS Platform shall have been updated with the updated version of these GATS e-Terms (noting the effective date of such amendment).

15.2 Entire Agreement

Each Agreement to Participate, which incorporates these GATS e-Terms, together with any statements made and information given by a GATS Entity during its application to become a GATS Entity on the GATS Platform in accordance with Clauses 8.3, 8.4 or 8.5, as applicable, contain the entire agreement among the parties to such agreement in relation to its subject matter. Each GATS Entity acknowledges that it has not relied on any statement, promise or representation or assurance or warranty that is not set out in these GATS e-Terms.

15.3 Communications

- (a) All notices to any GATS Entity, the GATS Platform Service Provider or AWG under or connection with these GATS e-Terms shall be given in writing and in English. References in these GATS e-Terms to 'in writing' means, unless otherwise stated, by email or, to the extent that such facility is available on the GATS Platform, sent to such person through the electronic notification facility provided by the GATS Platform.
- (b) All notices to any GATS Transacting Entity under or connection with these GATS e-Terms shall be for the attention of the person and delivered to the email from time to time recorded in the GATS e-Ledger as the contact name and email of such GATS Transacting Entity which can be accessed, browsed and searched from the GATS Platform.
- (c) All notices to any GATS Professional Entity under or connection with these GATS e-Terms shall be for the attention of the person and delivered to the email from time to time recorded by the GATS Platform as the contact name and email of such GATS Professional Entity which can be accessed, browsed and searched from the GATS Platform.
- (d) All notices to the GATS Platform Service Provider under or connection with these GATS e-Terms shall be for the attention of the person and delivered to the email from time to time posted to the GATS Platform.
- (e) All notices to AWG under or connection with these GATS e-Terms shall be for the attention of the 'GATS' and delivered to GATS@awg.aero (unless an

alternative email is provided by AWG and posted to the GATS Platform).

- (f) Any notice delivered in accordance with this Clause 15.3 shall be deemed received at the time of transmission. If deemed receipt under this Clause 15.3 would occur outside business hours, it shall be deferred until business hours resume. In this Clause 15.3, 'business hours' means 9.00am to 5.00pm, London time, Monday to Friday on a day that is not a public holiday in London or the jurisdiction of any Trust Branch.

15.4 Third-party beneficiaries

- (a) The GATS Platform Service Provider and each of its sub-contractors shall be a third-party beneficiary of each Agreement to Participate.
- (b) Each person named as a 'Protected Party' in the Equipment Manufacturer Disclaimer shall be a third-party beneficiary of Clause 12.3.
- (c) No consent of any third-party beneficiary identified in this Clause 15.4 shall be required for any amendment of these GATS e-Terms or termination of any Agreement to Participate.

16. LEGAL EFFECT AND DISPUTE RESOLUTION

16.1 Site Terms of Use

- (a) Each GATS Entity agrees to the [Site Terms of Use](#) and, without limitation or prejudice to the definition thereof, to each Privacy Policy and the Equipment Manufacturer Disclaimer, in each case to the extent applicable to it or to any individual accessing or using the GATS Platform on its behalf.
- (b) In the event of any inconsistency between any provision in these GATS e-Terms and any provision in the [Site Terms of Use](#) applicable to any GATS Entity, the provision in these GATS e-Terms shall prevail.

16.2 Agreement to Participate in GATS

- (a) Upon a person becoming a GATS Entity in accordance with Clause 8.3, 8.4 or 8.5, as applicable, an Agreement to Participate incorporating these GATS e-Terms is made between (i) the AWG, acting for the practical application, effectiveness and functioning of GATS, and (ii) such GATS Entity.
- (b) Each GATS Entity represents and warrants to AWG, at the time it enters into or purports to enter into an Agreement to Participate, that: (a) it has the power and authority to enter into such Agreement to Participate, (b) the person entering into such Agreement to Participate is duly authorised by such GATS Entity, and (c) the obligations of it under these GATS e-Terms are legal, valid and binding, enforceable against it in accordance with these GATS e-terms.
- (c) No GATS Entity, by reason only of its admission as a GATS Entity, shall have entered into or be deemed to have entered into any Agreement to Participate or any other agreement with any other GATS Entity.

- (d) Any obligation under these GATS e-Terms of a GATS Beneficiary, a GATS Secured Party, a GATS Participant, a GATS Trustee, a GATS Transacting Entity or a GATS Professional Entity (each as a separate class of GATS Entity), which is not also an obligation of another class of GATS Entity, shall not constitute an obligation of any GATS Entity of any such other class.
- (e) The AWG shall not be under any obligation to enforce any obligation of a GATS Entity under an Agreement to Participate for the benefit of another GATS Entity.
- (f) The GATS Platform Service Provider is not a party to any Agreement to Participate in GATS nor has or shall have any obligations under these GATS e-Terms.

16.3 Termination of an Agreement to Participate

- (a) Any GATS Participant or GATS Professional Entity may terminate its Agreement to Participate effective at any time upon notification to the AWG.
- (b) If:
 - (i) a GATS Entity's access to the GATS Platform is terminated in accordance with Clause 14.4(b); or
 - (ii) it becomes illegal or unlawful (or AWG notifying a GATS Entity that it believes that it has become illegal or unlawful) in any applicable jurisdiction for AWG to be or continue to be a party to the Agreement to Participate with such GATS Entity or perform any of its obligations thereunder,
 its Agreement to Participate shall automatically terminate with immediate effect.
- (c) Termination of an Agreement to Participate will not affect the rights and remedies of any party thereto that have accrued as at termination.
- (d) Any provision of these GATS e-Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16.4 Governing law

Each Agreement to Participate, and any non-contractual obligations arising in connection with it, are governed by and shall be interpreted in accordance with the laws of England.

16.5 Dispute Resolution Procedure

- (a) All Disputes are to be resolved in accordance with the dispute resolution procedure set out in this Clause 16.5 and Clauses 16.6 and 16.7 below.
- (b) A party wishing to refer a Dispute to such dispute resolution procedure must serve a Dispute Notice on

the relevant party or parties, and the Dispute will be deemed to have been commenced for the purposes of such dispute resolution procedure on the date that the Dispute Notice is deemed to have been received by any party named in such Dispute Notice.

- (c) A Dispute Notice is deemed to have been received by any party named in such Dispute Notice (other than the party serving it) pursuant to Clause 15.3(f).

16.6 Mediation

- (a) Unless the parties named in the Dispute Notice resolve all issues set out in the Dispute Notice within seven days of deemed receipt, any party named in the Dispute Notice may commence mediation in respect of any outstanding issues within 30 days of the date on which all parties named in such Dispute Notice (other than the party serving it) were deemed to have received it. If no such party commences mediation within such 30-day period, the Dispute will be deemed to have been fully and finally resolved.
- (b) The mediation shall proceed in accordance with the ICC Mediation Rules, which are hereby incorporated in full to the extent not inconsistent with Clauses 16.5, 16.6 and 16.7.
- (c) The mediation must finish within 15 days of its commencement or, if all parties to the Dispute agree to an extension in writing, within such extended period. At the end of such period or extended period, as applicable, the mediation will be deemed to have finished and any party named in the Dispute Notice may immediately proceed to commence arbitration proceedings in accordance with Clause 16.7.
- (d) Unless otherwise agreed between the parties to the Dispute, the mediator will be nominated by the ICC.
- (e) The mediation will take place in London and the language of the mediation will be English.

16.7 Arbitration

- (a) Subject to compliance with Clauses 16.5 Clauses 16.6, if a Dispute is not settled before the completion or deemed completion of the mediation, such Dispute shall be referred to and finally resolved by arbitration.
- (b) The arbitration shall proceed in accordance with the ICC Rules of Arbitration, which are hereby incorporated. The ICC shall administer the arbitration and, unless agreed otherwise by the parties to such Dispute, shall appoint the arbitrator.
- (c) The language of the arbitration shall be English.
- (d) In any arbitration commenced pursuant to this Clause 16.7, the number of arbitrators shall be one and the seat or legal place of arbitration shall be London, England.

END OF DOCUMENT.